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The Solicitors' Journal

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The Solicitors' Journal

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*** Notices to Subscribers and Contributors will be found on page ii.

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Current Topics.

Should Income-tax Wrongly Paid be Refunded?

IN A letter to *The Times*, published 19th June, Messrs. Dalston, Sons & Elliman, relate a case which certainly at first view appears to be of some hardship. Their clients made a successful claim for money before the Anglo-German Mixed Arbitral Tribunal, and, on part of the fund recovered, a claim for income-tax was made by our revenue authorities. This Messrs. Dalston stoutly resisted, until confronted by an ultimatum requiring their clients to pay or fight. In the circumstances, the amount claimed not exceeding £100, they would not advise so formidable an undertaking as a contest with the Crown, and the money was paid. Some time after such payment, the Court of Appeal decided in, as Messrs. Dalston state, an exactly similar case, that tax was not in fact payable. The revenue authorities do not deny the application of this decision, but refuse to refund the money. Naturally, Messrs. Dalston regard this as a hard case, and so it is. To do the revenue authorities justice, however, the implications must be considered with "the boot on the other leg." Let it be supposed that a claim for tax is made and resisted, and ultimately the authorities, persuaded by the taxpayer's advisers, decide to withdraw the claim. Subsequently a court decides in another case that such a claim is really well-founded. The revenue authorities then go back on their previous decision, and renew their demand. In such a case, would not the taxpayer have a genuine grievance? No doubt he would. He would say: "For better or for worse, you decided not to fight, and ought to be bound by your own decision. It is intolerable that there should be no finality." If this reasoning is sound, the taxpayer can hardly expect to "have it both ways," and, just as his final receipt protects him from further demand (in the absence of fraud or concealment), so it should protect the Crown from further points of law being raised. In effect, in such a case the parties agree to make and receive payment on the basis that a particular view of the law is correct, and, if it is incorrect, money has been paid under a mutual mistake of law, which as a general rule, renders it legally irrecoverable. If then the taxpayer demands finality in settlement, he in his turn must submit to it.

Misuse of Highway.

THERE IS a general impression that on a highway a person may do what he likes, except acts which are criminal wherever committed. This, of course, is a popular fallacy, and every now and again a case comes before the court where the fact is emphasised. Again and again it has been laid down that the right of the public in respect of a highway is restricted to the use of it for the purpose of passing and re-passing; the *solum* in the generality of instances remains in the owner or owners of the land adjoining the highway who, therefore, may bring trespass for any infringement of their rights by an improper use of the highway. One of the leading decisions on the subject is that given in *Harrison* v. *Duke of Rutland* [1893] 1 Q.B. 142, where the facts were that the plaintiff, on the occasion of a grouse drive, went upon the highway for the purpose of interfering with the defendant's enjoyment of his right of shooting on his lands which lay on either side of the highway. It was held that, in doing what he did, the plaintiff committed a trespass, and that the defendant's servants were justified in preventing the plaintiff from continuing to interfere with the shooting. The same principle was enunciated in the later case of *Hickman* v. *Maisey* [1900] 1 Q.B. 752, where a racing tout sought to use the highway to watch the trials of racehorses on the adjoining land. Scots law appears to take the same view with regard to the misuse of the highway. In the current number of the *Scottish Law Review*, a decision of Sheriff MALCOLM is reported—*Reid* v. *Forrester*—where a person charged with a contravention of the Game (Scotland) Act, 1832, by setting snares on land sought to escape liability by contending that he only set them on a track which was a public right of way. In that case it was said that the right of the public "must be used strictly as one of way or passage, in the manner least burdensome to the owner . . . Acts which are not incidental to passage, but are truly outwith that purpose, are not within the public right . . . Still less is there a right to do something which is not only outwith the proper purpose of passage, but which is an abuse of it . . . There is no right to use the way for the purpose of taking or acquiring property or animals to which the owner of the lands has a right, and to which the member of the public using the way has no right. That amounts to trespass." To sanction such infringements of the use of the highway would be intolerable not only for the adjoining

landowners, whose proprietary rights are thereby interfered with, but also for those legitimately using the highway for passing and re-passing.

The Capital Punishment Bill.

We were much taken with the evidence, as reported in *The Times*, of Dr. Devon, of Glasgow, before the Select Committee of the House of Commons which is considering the Capital Punishment Bill. The doctor combines a considerable experience of criminals, sound commonsense and a sense of humour with a faculty for apt expression which makes his evidence refreshing reading. Dr. Devon thinks that there is too much glorification of the criminal and too much tendency to regard him from his own standpoint and not from that of the community, and that "there is more attention paid to the comfort of the rogue than to the comfort of the decent man." The abolition of capital punishment would, in the doctor's opinion, result in an increase in the number of murders, for as he puts it, "there are people with no moral or social sense, quite prepared to do anything if their necks are safe." Whilst recognising the possibility of a mistake being made, this authority does not consider that a ground for a change in the law. "It is possible to hang the wrong man," he said, "but that is not sufficient reason for deciding that on no account will we ever hang the right one," and to some comments regarding those whose duty it is to assist in or be present at the carrying out of the death penalty he added, "there is nothing in my work which I detest more than executions, but I have never been one to think that not liking your job is any good reason for not doing it." It is interesting to note the change to which the doctor attests in the habits of the criminal classes, for he told the committee that "the prisons are not filled with drunkards to-day, but with teetotalers—not all, of course—and they are filled with a rotten bad lot." He hastened, however, to assure the chairman that he was not suggesting that the inclination to crime was due to teetotalism in any other sense than it was to drunkenness. The witness made some caustic comments on the mental attitude to life of the younger generation of criminals: "the young thief, would," he said, "excuse himself on the ground that he was only doing what the millionaires were doing in another form, and that he did not ask to be called into the world, thinking he was talking philosophy, when he was only talking nonsense." Dr. Ethel Bentham asked whether Dr. Devon found many abnormal people amongst the criminals, to which he replied: "No, I found as many abnormal people among the officials as I found among the criminals." Whereupon the committee adjourned for a week.

The Crisis in Malta.

The recent happenings in Malta which have culminated in the suspension of the constitution, and a return to the government of the island as a Crown Colony, give rise to a serious constitutional question. We are not, of course, concerned in this journal with the merits or demerits of the dispute between Lord Strickland and the party which he leads on the one hand and the clerical party on the other. It is sufficient to say that these disputes have been long and accrimonious and their origin (professedly at any rate, turning upon questions of policy), seems to have been overwhelmed in a torrent of personalities. The facts which we think raise a constitutional question are beyond dispute. The government of which Lord Strickland was the head were appealing to the constituencies and a general election was actually pending when the Bishops of Malta and Gozo issued an authoritative manifesto on behalf of the Roman Catholic Church, which was read in all the churches on the island, stating that all those who voted for or assisted the government party at the pending election would be, in the eyes of the Church, guilty of "mortal sin," and would be refused the sacrements of the Church. Now, practically the whole of the electorate are devout Roman Catholics, and it is unnecessary to dwell upon the effect which such a warning from the heads of the Church was likely to have. Unfortunately there can be no doubt that the action taken by the hierarchy of the Church in the island, if not instigated, was afterwards approved and is still approved, by the Vatican. The Governor of Malta suspended the elections. Diplomatic negotiations then took place between the British Government and the Holy See, but came to an end, and we are officially informed that there is a deadlock because each side has stipulated a condition precedent to the resumption of the negotiations which the other is unable to accept. The Vatican has said that no negotiations are possible so long as Lord Strickland remains in office, and His Majesty's Government has made it a condition that such orders shall be given by the Holy See to the episcopal authorities in Malta as will restore to the electorate complete freedom to exercise their political judgment. This reads to us more like a page from medieval history than a record of events taking place at the present day in a British Colony, and it is not surprising that His Majesty's Government regards the action of the bishops with respect to the election and the attitude of the Vatican in demanding the exclusion of any individual from holding a particular office under the Crown as altogether intolerable. In the result the Maltese must, for the present, do without their Parliament, in which many in this country will be found to envy them.

The Permanent Mandates Commission of the League of Nations.

Probably there are few in this country who realise the amount and value of the work done by the Permanent Mandates Commission of the League of Nations, which has been holding its Seventeenth Session at Geneva during the past month. Every mandatory power submits a yearly account of its stewardship to the Commission. These annual reports are carefully examined by sub-committees before the plenary session of the Commission commences, and repretatives of the Powers concerned appear at the sittings of the Commission itself to give such explanations and further information as may be required. The thoroughness with which the Commission does its work and the knowledge and insight of the members regarding the many problems with which every mandatory power is confronted are most strikingly shown in the records of its proceedings. The first duty of every mandatory power is the "material and moral well-being and the social progress" of the inhabitants of the territory, the native population in particular, and the activities of the Commission are mainly directed to seeing that this obligation is discharged. The problems which those entrusted with the mandates have to solve, in order to carry out their trust, are of the most varied nature. Most of us know something of the troubles which beset the mandatory powers in Palestine and Syria, but of the other mandates, especially the "C" mandates, little is known to the general public. The difficulties of New Zealand in Samoa (the "Ireland of the Dominion") differ widely from those with which Japan is confronted in the economically prosperous South Sea Islands, lying comparatively near, whilst Togoland, The Cameroons, New Guinea and other mandated territories have problems of their own, differing in kind and in degree, and calling for high administrative qualities in the responsible government. The wide knowledge and experience of the members of the Commission, of whom our own representative, Lord Lugard, is one of the most distinguished, are at the disposal of those administering the territories, and if the mandatory system justifies itself, as no doubt it will, the credit will be in no small measure due to the patient labour and the wise and sympathetic counsel and guidance of the Permanent Mandates Commission.

Criminal Law and Practice.

CAPITAL PUNISHMENT.—The *Spectator* has rendered good service to the formation of intelligent public opinions by offering prizes for essays on the subject of capital punishment. The winner of the first prize certainly wrote a dispassionate, thoughtful essay, and one conclusion to be drawn from it would seem to be that a suspension of the death penalty for a time would not be dangerous and might eventually lead to abolition.

However, it was not exhaustive, and it was quite properly followed by a letter from Mr. Roy Calvert, the secretary of the National Council for the Abolition of the Death Penalty, who, while praising the prize essay, goes on to point out very shortly what it omitted. In particular, he invites attention to what has happened in such countries as Belgium, Holland, Denmark, Norway and Sweden, where there have been no executions for many years, and all of which he has personally visited this year, seeking information from Ministries of Justice and prison officials. In all these he was assured "that there was no danger of lynch law, that the professional criminals did not, as a class, carry firearms, and that the abolition of capital punishment had not, in their view, endangered the lives of prison officials."

There has been a good deal of evidence before the Select Committee from quarters that cannot be ignored, to the effect that abolition in this country would lead to an increased use of firearms by burglars and violence towards prison officers. That, however, as Mr. Calvert says, is pure supposition, incapable, by its nature, of proof.

We are not desirous of taking sides upon a subject that is now receiving close attention from a strong Committee. We do, however, attempt to call attention to a good point made by the abolitionists which receives less than its share of consideration at the hands of the general public.

A DISGUSTING OFFENCE.—A new type of nuisance, of whom we confess we had not previously heard, made his appearance in a London police court recently.

It was alleged that for some time past a man had been ringing up girl telephone operators from a call-box and then engaging them in conversation, in the course of which he made improper remarks. Eventually he was kept in conversation while an official got to the call-box, and a prosecution ensued. The solicitor for the Postmaster-General said that this sort of conduct seemed to be very much on the increase.

As the defendant made use of the telephone in this way without paying the fee for a call, and as he undoubtedly hindered the Post Office officials in carrying out their duties, he was prosecuted under the Larceny Act, 1916, for fraudulently consuming electricity, which is punishable as simple larceny, and also for obstructing an officer of the Post Office. For the one offence he was sent to prison, and for the other he was fined.

While we certainly feel that the sentences were deserved, and were also justified in law, we cannot help regretting that there is no statutory provision that deals with improper conduct of this kind irrespective of the consumption of electricity or even the waste of time of the official. If the offender had paid for his call, it would, we conceive, have been impossible to deal with him for larceny, and he would have escaped imprisonment. The real substance of his offence is the disgusting nature of his remarks to girls who are inevitably exposed to that kind of conduct; and if the offence is prevalent and increasing, it is worth providing for specifically in an Act of Parliament.

Mr. Thomas Eggar, solicitor, of Mougomeries, Brunswick Road, Hove, and of Old Steyne, Brighton, of the firm of Thomas Eggar & Son, solicitors, of Old Steyne and Gracechurch Street, E.C., left estate of the gross value of £23,681, with net personalty £11,930.

The Married Woman as Fraudulent Debtor.

IT has been stated that retail tradesmen in the West End of London are about to make a new move against the considerable number of unscrupulous married women who obtain goods on credit without the smallest intention of paying for them. A male debtor who pursues the same course may be better off than he was in ancient Rome, where his creditor could sell him into slavery, or even than he was a hundred years ago, with the spunging-house or Fleet Prison awaiting him. Nevertheless, considerable inconveniences are placed in his way, especially by the Bankruptcy Act, 1914, and the possibilities of imprisonment cannot be wholly disregarded. It is perhaps needless to add that, in the present state of the law, the married woman combines the modern privileges of a man with all the ancient immunities of her own sex in a state of coverture. Unless she is a trader she cannot be made bankrupt (see Bankruptcy Act, 1914, s. 125), and therefore is technically incapable of committing bankruptcy offences. And her settled income, invariably protected by the restraint on anticipation, is sacrosanct against the demands of her creditors.

Those who framed the Married Women's Property Act of 1882 probably imagined that they were abolishing sex differentiation, both in respect of contract and tort, but, if so, the Bench has certainly corrected this misapprehension. In *Scott* v. *Morley* (1887), 20 Q.B.D. 120, KEKEWICH, J., as vacation judge, committed a married woman to prison for non-payment of a debt for which judgment had been recovered against her by virtue of s. 1 (2) of the Act, but the Court of Appeal held that, as a *feme coverte*, she was exempt from the penalty. Following the well-known order in that case, judgment is now given in the case of a married woman's simple contract debt against her separate property which is not restrained, and in a large number of cases is therefore absolutely worthless. The difficulties facing tradesmen who rely on a wife who holds herself out as agent for her husband to pledge his credit are, of course, notorious, and are well illustrated by *Debenham* v. *Mellon* (1880), 6 A.C. 24, and *Morel* v. *Westmoreland* [1904] A.C. 11. The latter case shows that the presumption of agency may be rebutted by entirely private arrangements between the husband and wife, and that therefore no creditor can safely rely on it. In *Paquin* v. *Beauclerk* [1906] A.C. 148, the appellants had supplied dresses to the respondent, a married woman, deeming that they were dealing with her as principal, but the House held that she intended to pledge her husband's credit, and therefore that they could not recover, although she had not mentioned her husband at all, and the appellants had never intended to give him credit. Now that the extraordinarily privileged position of the married woman before the law is clearly realised, regret may be expressed that the well-reasoned dissenting judgments of Lords ROBERTSON and ATKINSON did not prevail in this case. Lord MACNAGHTEN observed that, since a tradesman is not bound to give credit, he has no grievance if he does so, and it is not honoured. But surely the proper answer to this is that, if the tradesman has no grievance, the honest customer has, for, in the face of such decisions, credit naturally dries up. And, especially, that grievance is likely to fall most heavily on the honest woman whose husband has deserted her. If she consults legal text-books, she will find that she need not starve, because she has the right to pledge her husband's credit for necessaries. This will be little consolation to her if credit is refused to her because dishonest women abuse it.

In *Paquin* v. *Beauclerk*, Lord MACNAGHTEN also remarked (p. 163) that a married woman could hardly be expected to confess that she had not a sixpence of her own "or that such domestic confidences should be whispered across the counter or imparted to some forewoman in the comparative privacy of an inner compartment." Yet the fact that she had no

property would certainly be a relevant one for a tradesman to consider if she sought to obtain credit from him, and a man who sought credit but resented any question as to his resources would hardly receive judicial sympathy.

To checkmate dishonest persons of both sexes, and to improve credit, it seems clear that some of the ancient immunities of married women, which they have successfully preserved through their emancipation, are ripe for removal. It seems probable that a woman who pledges her husband's credit warrants her authority to do so, according to the ordinary ruling as to principal and agent given in *Collen* v. *Wright* (1857), 8 E. & B. 647 (see also *Chr. Salvesen & Co.* v. *Rederi, etc.* [1905] A.C. 302, at p. 309), and it may usefully be known that a woman who purports to pledge her husband's credit when she knows she has no authority to do so may be convicted of obtaining credit by false pretences, see *R.* v. *Davis* (1868), 17 W.R. 127. This, however, is not enough, and the question may be raised whether it is not time that a married woman, deemed of sufficient intelligence to vote and serve on juries and possess and administer her own property, should not be subject to the ordinary law of bankruptcy, and to committal for debt in the same way as a man, or, indeed, a spinster may be committed, on proper evidence of means. This would involve the reversal of the ruling in *Scott* v. *Morley, supra,* by legislation (though not necessarily the revision of the model order), and a re-casting of s. 125 of the Bankruptcy Act, 1914. The application of s. 155 (*a*) of the Act would then ensure punishment for married women who persisted in obtaining credit without intending to redeem it.

In considering the whole matter, the restraint on anticipation should certainly be brought under review, for it is above all the woman with a large restrained income who, by living on the grand scale, is enabled to obtain credit without legally being obliged to redeem it. A Chancery judge now has power to "lift" the restraint for the benefit of the recipient of the income under s. 169 of the Law of Property Act, 1925, re-enacting s. 7 of the Conveyancing Act, 1911, which superseded s. 39 of the Act of 1881. Whether or not it is for the benefit of an extravagant woman that her pledge of honour should be redeemed, however, creditors can hardly rely on this provision, see *Re Pollard's Settlement* [1896] 1 Ch. 901. A judge in bankruptcy should at least have power to lift the restraint and prevent it being used as an engine of fraud as in *Stanley* v. *Stanley* (1877), 7 C.D. 589. The power should also extend to such a case as that of *Lady Bateman* v. *Faber* [1898] 1 Ch. 144, in which the lady entitled to the income first represented to a third party that her interest had determined in favour of her husband, and then claimed it under the protection of the restraint, after money had been lent to her husband on the faith of her statement. Probably it would be in the interests of honesty if a judge in bankruptcy had full power to lift the restraint and leave some of the income as a personal allowance to a married woman. That the restraint has gone a long way past its original use of protecting a wife from the coaxings of her husband is abundantly proved by the ridiculous case of *Michell* v. *Michell* [1891] P. 208, in which it was held by the Court of Appeal, reversing JEUNE, P., that it barred a husband, who had obtained a decree for the restitution of conjugal rights, from his rights to a settlement under s. 3 of the Matrimonial Causes Act, 1884. To the ordinary person it might appear that there could hardly be better evidence that a husband had in fact no influence whatever over his wife than such a decree, which involved the finding that the wife had deserted him against his will and without lawful excuse; nevertheless, the fiction of the influence still prevailed. It may be suggested that a judge should have power in such a case to declare the restraint inoperative, as of course it becomes in divorce. There might be a remote possibility that a couple would deceive the Divorce Court in order that the restraint should be lifted, but it would hardly be greater than the possibilities of deception to obtain full divorce. The restraint on anticipation, in fact, which is not allowed in respect of a man's income, is a privilege accorded to a wife because of her weakness, and the feminists, who claim equality for her, should logically press for its abolition, though they do not appear to have done so—or indeed, to have done anything in the way of abating the indulgences due to feminine weakness, though they have contrived that they shall be combined with the full rights accorded by law to persons of full strength and responsibility.

Company Law and Practice.

XXXVI.

LAST week we had under discussion in this column the minutes of general meetings of a company, and the right to inspect them, which is now, by s. 121, conferred upon members of the company. It will be remembered that under s. 120 (1) it is obligatory on every company to keep minutes of general meetings; the same sub-section also makes it necessary for every company to cause minutes of all proceedings at meetings of its directors or of its managers, where there are such, to be entered in books kept for that purpose. There is, of course, no right of inspection of these books conferred by the Act.

In the past there has been no necessity for a company to have directors, though as a matter of practice some means by which the affairs of the company may be guided is required, and this has usually been done by means of a board of directors. In the case of companies registered after the commencement of the Companies Act, 1929, every such company, unless it is a private company, must have at least two directors (s. 139). Although the shareholders have no right to inspect the minutes of board meetings, or to be supplied with copies thereof, such minutes are of much importance, and may affect the shareholders vitally, as is shown by the case of *Jones* v. *The Victoria Graving Dock Co.* (1877), 2 Q.B.D. 314, where the signature of the chairman to the minutes of a board meeting, though affixed for the purposes of s. 67 of the Companies Act, 1862 (now represented by s. 120), was nevertheless held to be capable of making enforceable against the company a contract the subject of a resolution set out in the minutes, as being a sufficient memorandum within the Statute of Frauds.

Resolutions of the board of directors cannot be passed in too informal a way, and separate consents not given at a board meeting may not be adequate to pass a valid resolution of the board. This question is discussed in *Re Haycraft Gold Reduction & Mining Co.* [1900] 2 Ch. 230, by COZENS HARDY, J., as he then was, at p. 235, where he says: "It was laid down by the Court of Exchequer in *D'Arcy* v. *Tamar* that directors must act together as a board, and that it is not sufficient to procure the separate authority of a sufficient number of directors to constitute a quorum. That case turned upon the Companies Clauses Consolidation Act, 1845, but it seems to me to be equally applicable to a limited company under the Act of 1862. In *Collie's Claim,* BACON, V.-C., seems to have treated the decision of the Court of Exchequer as turning upon a common law rule of pleading, and, although it was not perhaps necessary to the decision of the case before him, he certainly regarded an agreement which on the face of it was signed by four directors at different dates, and not as a board, as a contract binding the company. I cannot follow the criticisms of the Vice-Chancellor, and I prefer the view of the law taken by the Court of Exchequer." In *Parker & Cooper, Ltd.* v. *Reading* [1926] Ch. 975, ASTBURY, J., held that, where all the shareholders assented to a transaction *intra vires* the company (the result of which is that the company is bound), it was not necessary for them to express that assent simultaneously at a meeting. In the *Haycraft Case* the question of unanimity did not apparently arise, and it will be seen from the passage quoted above that the consent of a

sufficient quorum only was under consideration there, though there are passages in the judgment which do suggest the necessity for a board meeting in any event where any steps of serious import to the company are under consideration. It is in every case clearly desirable to hold properly constituted board meetings, even if there is complete unanimity among the directors, for there is a distinction between the two cases quoted above in that directors are trustees for the members of the company in a certain sense by virtue of their office, and that the company is entitled to their collective wisdom, a matter of not so much importance in the case of decisions to be reached by the corporators, as in *Parker & Cooper, Ltd.* v. *Reading, supra.*

In order to constitute a board meeting which is to be capable of validly transacting business, it is necessary that reasonable notice should be given to all the members of the board: *Re Portuguese Consolidated Copper Mines*, 42 Ch. D. 160; though the court has relaxed this rule in cases where notice cannot be given, or it would be useless to give it, as where a director's address is not known, or where he is abroad and could not be reached in time. But the notice must be reasonable, and such that every director has an opportunity of attending, if he wants to: *Re Homer District Consolidated Gold Mines*, 39 Ch. D. 546; what is reasonable must be a matter to be determined in accordance with the facts of each particular case, but in the *Homer Case, supra*, some three hours' notice was held, in conjunction with all the circumstances, to be insufficient.

Where all the directors consent to such a course, they can hold a meeting at any time and place, but if a director refuses to attend board meetings, a casual conversation between himself and another director (where two is the necessary quorum) cannot be treated as a board meeting against the intention of the recusant: *Barron* v. *Potter* [1914] 1 Ch. 895.

From the practical point of view it seems desirable that a notice summoning a board meeting should contain some intimation of the nature of the business, especially if it be known that some of the directors have strong views on the advisability, or otherwise, of adopting some course of action which it is proposed to consider: see the judgment of NORTH, J., in the *Homer Case*, at p. 550. This judgment was subsequently under consideration in the Court of Appeal in *La Compagnie de Mayville* v. *Whitley* [1896] 1 Ch. 788, where LINDLEY, L.J., said that in the *Homer Case*, the omission from the notice of the nature of the business was only treated as one of the circumstances unfavourable to the validity of the resolutions, and that he refused to say, as a matter of law, that a notice to the directors of a directors' meeting must state what the business is if it is anything more than routine business. In spite of this, the prudent secretary, when summoning a meeting of directors, should give as far as he conveniently can an indication of the business other than routine business which it is intended to consider.

(*To be continued.*)

PROPOSED HIGHWAY CODE.

The framing of a Highway Code which would preserve the rights of pedestrians and make further provision for the prevention of dangerous driving is advocated by the Pedestrians' Association. A resolution has, says *The Times*, been passed by the association emphasising the need for all road users to combine to combat what is described as a grave national scandal. "We regard the situation," says the resolution, "as far too serious for us to be spending time to-day in mutual recriminations between the various classes of road users, and are profoundly convinced that the time has come for all road users, both through their organisations and individually, to get together in good will in order to find a remedy for this great evil and to help each other. The formation, therefore, of a friendly council representing all the various classes of road users is of special importance to this end."

A Conveyancer's Diary.

Construction of Substitutional Bequests to a Class.

The recent case of *Re Walker, Walker* v. *Walker* [1930] 1 Ch. 469 calls attention to the law relating to the construction of substitutional bequests in gifts to a class and particularly to the effect to be given to words of futurity in such gifts.

A testator by his will gave all his residuary personal estate to his trustees upon trust to convert and after payment of debts to invest and to pay the income to his wife during her life, and after her death to stand possessed thereof for all his children in equal shares "provided nevertheless in case any child of mine shall die in my lifetime leaving issue living at my death such issue shall stand in the place of such deceased child and shall take equally between them if more than one the share of my residuary estate which such deceased child of mine would have taken if he or she had survived me." One of the testator's children died three weeks before the date of the will, leaving one child, a daughter, surviving him. The question was whether the daughter of the deceased son took a share in the testator's residuary estate.

It was held by Eve, J., and the Court of Appeal that the words "shall die" must be strictly construed as referring to the future only and therefore the daughter of the deceased son was not entitled to any share in the residuary estate.

The general rule is that when there is a gift to a class with a substitutional gift to the issue of any member of the class failing to become entitled, such issue will become entitled only if they can show that their parent might have taken as one of the class.

The general rule was laid down in *Christopherson* v. *Naylor* (1816), 1 Mer. 320. In that case there was a bequest to each and every the child and children of the testator's brothers and sisters who should be living at the time of his death, with a proviso that if any child or children of the brothers and sisters of the testator should die in his lifetime then the legacy or legacies thereby intended for such child or children so dying should be for his, her or their issue. It was held that only the issue of such children of the brother and sister as were living at the date of his will were entitled. In the course of his judgment, Sir W. Grant said: "The nephews and nieces are here the primary legatees. Nothing whatever is given to their issue except in the way of substitution. In order to claim, therefore, under the will, these substituted legatees must point out the original legatees in whose place they demand to stand. But of the nephews and nieces of the testator none could have taken besides those who were living at the date of his will. The issue of those who were dead at that time can consequently show no object of substitution." It may be mentioned in passing that although the gift to the issue of the testator's nephews and nieces is spoken of as being substitutional, it was not strictly speaking properly so called, as the gifts to the issue were substantive gifts. However, gifts of that kind are usually termed substitutional, and I propose to refer to them as such.

The general rule already stated is based upon the rule of still wider application that the language used in a will must be construed in its ordinary and literal sense, unless there is something in the will itself, or in the circumstances at which the court is entitled to look, to require a different meaning to be attached to it. Therefore, where a testator makes a bequest to "all my children" or to some other class, he means those living at the date of his will or coming into existence afterwards, and if he gives directions as to what is to happen if any member of the class "shall die," he means "shall die" in its proper sense, importing futurity, and not "shall have died."

The strict construction which this rule requires may, however, be modified or altered by reference to the circumstances existing at the date of the will. So, in *Gowling* v. *Thompson* (1868), L.R. 11 Eq. 366, n., a testator gave his residuary estate to all and every his brothers and sisters and their issue equally as tenants in common. At the date of the will all the brothers of the testator and one of his sisters had been dead for some years, and there survived him only two sisters, but three of his brothers and the deceased sister had left issue who survived the testator. It was held that as the testator must be taken to have known that all his brothers and one of his sisters were dead, he must have intended the property to go to his brothers and sisters if living, but if they were dead to the issue who were substituted for them and to go to the issue *per stirpes*.

Various other attempts have been made to show that the rule should not be applied by reason of the circumstances existing at the testator's death. In two cases, *Re Smith's Trusts* (1875), 5 Ch. D. 497, n., and *Re Sibley's Trusts* (1877), 5 Ch. D. 494, Jessell, M.R., held that the rule did not apply, because of the relationship of the legatees to the testator. These cases have not, however, been followed, and with reference to them Stirling, J., said in *Re Chinery* (1888), 39 Ch. D. 614, "I confess that apart from the authorities I have had a strong inclination to follow the opinion of the late Master of the Rolls, which seems to me more likely to give effect to the testator's intention, but the weight of authority is against his view." So the fact that the class of legatees is formed by relations of the testator does not exclude the rule and let in the issue of members of the class who had died before the date of the will.

Again, the rule may be held not to apply by reason of some context in the will itself which shows a contrary intention.

There has been a number of cases turning upon what is sufficient indication of a contrary intention to prevent the application of the rule. This brings me to the rule in the well-known case of *Loring* v. *Thomas* (1861), 1 Drew. & Sm. 497.

In that case there was a gift of aliquot parts of a fund to the children of A, the children of B, the children of C, and the grandchildren of D: provided that if any child or children of A or B or C or any of the grandchildren of D "shall die in my lifetime leaving any child or children who shall be living at my decease and who shall live to attain the age of twenty-one years then and in such case it is my will that the child or children of each of such child or grandchild so dying in my lifetime shall represent and stand in the place of his, her or their deceased parent or respective parents and shall be entitled to the same share or shares . . . which his, her or their deceased parent or parents would have been entitled to if living at the time of my decease."

It was held that the language of the proviso was wide enough to show an intention that a child of a child who was dead at the date of the will should represent such deceased child and that the words "shall die" did not import future dying but were equivalent to "shall have died" or "shall be dead."

The rule in *Loring* v. *Thomas* may be shortly stated as follows: That where the testator uses language so wide and general as to be no less applicable to a predeceased child than to a child living at the date of the will, then the direction as to such representation or substitution must be held to embrace both (per Kindersley, V.C., at p. 510); and the decision further shows that the expression "shall live to attain the age of twenty-one years" introduced into a gift of this kind is not to be attributed to the case of a future event only, but to be construed as including those children who had attained that age before the date of the will, and so the words "shall die" occurring in the same connexion are to be construed in the same sense.

If, therefore, in *Re Walker*, the gift to the issue of any deceased child had been expressed to be to such issue as should attain twenty-one the result would have been different, because the expression "shall attain twenty-one" means "shall attain or shall have attained twenty-one," and so the words "shall die" used in juxtaposition with that expression must be construed in the same way and mean "shall die or shall have died."

It may be, however, that even if the words "shall attain the age of twenty-one," or words to that effect, are to be found in the gift, there is some other context which will prevent the application of the rule in *Loring* v. *Thomas*. This happened in *Gorringe* v. *Mahlstedt* [1907] A.C. 225. There the substitutional gift read "Provided that in case any one or more of my children . . . shall predecease me leaving any child or children living at my death then such child or children of any deceased child . . . shall take and if more than one in equal shares the share which his her or their parent would have taken if such parent were living and over the age of twenty-one at my decease." But in that case there was a clear indication in other parts of the will that the issue of a son who was dead at the date of the will was not intended to take a share.

Although the rule in *Loring* v. *Thomas* is well established, the strong tendency of the judges has been to confine it as much as possible, and generally speaking the decisions have been against construing "shall die" in other than its ordinary meaning which imports futurity (see *Re Offilco* (1901), 83 L.T. 758; *Re Cope* [1908] 2 Ch. 1; *Re Brown* [1917] 2 Ch. 232). Nevertheless, it may be taken as settled that where the words "shall attain twenty-one" appear in the clause making the bequest that will be sufficient to indicate that the words "shall die" are to be construed as "shall have died" in the absence of some clear indication in the will to the contrary.

Landlord and Tenant Notebook.

On framing a Covenant to prevent Disfigurement.

A lessor who wishes to preserve the amenities of his property by guarding against the erection of unsightly objects, e.g., the much-decried petrol pumps, but who at the same time does not wish to interfere with any development which may enhance its value, will find considerable difficulty in effectively expressing his intentions. The usual qualification as to consent may, owing to the operation of the Landlord and Tenant Act, 1927, s. 19 (2) and (4), lead to an argument which the court, unmoved by æsthetic considerations, would probably resolve in favour of the tenant, unless it could be shown that the alteration to which exception was taken would prejudice the letting value of the premises: *Cartwright* v. *Russell* (1912), 56 Sol. J. 407. The employment of adjectives and adverbs descriptive of or defining a standard of beauty is, of course, a straightforward way of setting about the matter; but a word, the meaning of which is well recognised colloquially, may be held to be too vague in meaning to be enforceable in a court of law: see *Murray* v. *Dunn* [1907] A.C. 283, in which this fate befell a provision "not to erect any building of an unseemly description" contained in a Scottish bond of servitude.

Hope may perhaps be derived from the fact that in construing this class of covenant especially the courts have consistently followed the rule of endeavouring to ascertain the true intention of the parties, ignoring, if necessary, interpretations of a given word to be found in other decided cases or in dictionaries. The word "building" itself provides many illustrations. The decisions in *Foster* v. *Fraser* [1893] 3 Ch. 158, and *Wood* v. *Cooper* [1894] 3 Ch. 671, each turned upon the meaning of this word; but in the one case an advertisement hoarding was held not to be, in the other a trellis-work screen was held to be, a building. For in *Foster* v. *Fraser* the covenant sued on related to a residential estate and ran "that any building which shall hereafter be erected . . . shall be at least 36 feet in height . . . and shall have a stuccoed or

cemented front and a slated roof," etc., and the court held that a building "such as a house" was clearly indicated; while in *Wood* v. *Cooper* the original tenant had covenanted to finish a dwelling-house and "not to erect any other building whatsoever, save and except a stable and coach-house."

Arguments similar to those heard in the above cases were advanced in *Long Eaton Recreation Grounds Co.* v. *M. Rly. Co.* [1902] 2 K.B. 575 (C.A.), a claim for injurious affection arising out of the construction of a railway embankment. This was held to contravene a covenant "not to erect any building other than private dwelling-houses." Collins, M.R., dealt with the point as follows: "It is said that there has been no breach because an embankment is not a building, but what is provided for . . . will, in my judgment, exclude, and was intended to exclude, anything in the nature of an embankment . . . A building is not necessarily limited to a structure of bricks and mortar." This case can be compared with *Waite's Exors.* v. *Commissioners of Inland Revenue* [1914] 3 K.B. 196 (C.A.), in which, for the totally different purposes of a Finance Act, an embankment made to protect land from inundation was held not to be a building.

Further examples are supplied by cases on the construction of covenants regulating a building line. The attempt of the defendant in *Manners* v. *Johnson* (1875), 1 Ch. D. 673, to go one better than his neighbours and evade a covenant "not to erect any building on the said premises nearer to the said —— road than the line of frontage of the present houses in —— road" by adding bows, which were to extend from foundations to roof, was frustrated by an injunction. ". . . It is said they are not buildings but projections, just as a portico or a verandah is a projection. If he could do that, I do not see why he should not . . . by degrees extend the whole frontage." This case was decided without reference to the equally useful decision in *Child* v. *Douglas* (1854), Kay's Repts. 560; 5 De G., M. & G. 739, which it appears to implement. Under a similar covenant, it was held that a 15-foot boundary wall, running at right angles to the street, was prohibited as a building; that a 2-foot wall or iron railing would be permissible; that the covenant would not be broken by reason of doorways, foundations or a basement extending one foot over the line.

It remains to be seen whether a covenantee can find suitable expressions with which to define praiseworthy intentions in the matter of beauty. After all, the attempt referred to in *Murray* v. *Dunn, supra*, was not a very creditable effort; the word "unseemly," as Lord Halsbury observed, describes human conduct rather than buildings.

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF DAIRY FARMERS.

(*Continued from* 74 Sol. J. 198.)

II.

The meaning of the phrase "added water" was recently discussed at Stowmarket in *Macrow* v. *Levett*, in which a sample of milk retailed by the defendant had been certified as containing not less than 8¼ per cent. added water. The analyst's opinion was based on the fact that the sample contained only 7·8 per cent. of solids other than fat, but the defendant stated that he had sold the milk in the same condition in which it was bought at the farm, about ten minutes before the sample was taken. It was common ground that (*a*) the putting of water into the milk was not necessarily implied by the expression "added water," and (*b*) the defendant had had no complaints during his eight years in business. The defendant's analysis showed 3·61 per cent. fat solids, whereas the required standard for milk solids was only 3 per cent., and it was contended on his behalf that, although he had had no warranty, the deficiency might be due to the weather and the feed of the cattle. The magistrates (Mr. A. L. Raynor in the chair) fined the defendant 10s. A leading case on this subject is *Hunt* v. *Richardson* (1916), 60 Sol. J. 588, in which a farmer had contracted to sell to a dairyman new milk, but, as the cows had fed on watery herbage, the milk contained less than 3 per cent. of the milk fat. The magistrates found that milk from a healthy herd should show not less than the latter percentage, and that the deficiency was due to the method of feeding, which produced copious but inferior milk. The Defendant was therefore convicted, but the Divisional Court held that there was no evidence of an offence under the Food and Drugs Act, 1875, s. 6, and (by a majority of three to two) they quashed the conviction. The Sale of Milk Regulations, 1901, provide that milk containing less than 3 per cent. of fat is to be presumed to be not genuine, by reason of the abstraction of fat or the addition thereto of water, and the adoption of this wording gives rise to much misconception as to the actions of farmers and dairymen. Another aspect of this subject was discussed in a "Practice Note" under the above title in our issue of the 17th May, 1930 (74 Sol. J. 315).

Practice Notes.

THE RIGHTS OF PUBLIC OFFICIALS.

The above subject has been considered in two recent cases.

(*a*) Gas Manager's Length of Notice.

In *Wright* v. *Wath Bolton and Thurnscoe Gas Board*, at Rotherham County Court, the plaintiff claimed £80 as damages for wrongful dismissal, alternatively as two months' salary in lieu of notice. In 1912 the plaintiff was appointed manager of the gas works at £190 a year, which had been raised to £480 a year by 1919, and for eighteen years there had been no complaints. The defendants ultimately gave the plaintiff a month's notice on the ground of lack of interest and inefficiency, but he contended that he was entitled to three months' notice. The defence was that mere hardship was not a matter for consideration by the courts, and that the defendants, being constituted by representatives of local authorities, were entitled to remove their officers at pleasure. His Honour Judge Greene, K.C., observed that a statutory body could advertise an appointment, make an agreement, pay the salary, arrange a length of notice—and then contend that there was no binding contract. There was no suggestion that the defendants had not acted *bona fide*, but the court could not consider the length of the notice, and there was no one to whom the plaintiff could appeal on the question of his inefficiency. There was therefore no redress, and His Honour suggested that an appointment under a local authority should always be advertised as being subject to dismissal at pleasure, so that applicants might understand their position. Judgment was given for the defendants with costs.

(*b*) The Scope of Superannuation Schemes.

In *Freeman* v. *Berkshire County Council*, at Tenbury County Court, the plaintiff claimed £61 17s. 6d. as arrears of superannuation, and the defendants claimed a return of pension payments for the period 9th December, 1925, to 30th June, 1929 (at £20 12s. 6d. a quarter) amounting to £293 14s. 6d. The defendants were sued as the successors of the Wallingford Board of Guardians, by whom the plaintiff had been employed as master of a poor law institution until 1916, when he retired through ill-health. In 1925 the plaintiff obtained a temporary post as master, under the Cleobury Mortimer Board of Guardians, subject to a month's notice on either side. The institution had been condemned by the Ministry of Health, and was expected to close in three to six months, but the plaintiff was in fact retained until the termination of the Board's existence on the 31st March, 1930. The plaintiff had always sent his "life certificate," in return for which he had

received his superannuation, but the latter had been stopped when his appointment was discovered. The contention for the plaintiff was that he was not disentitled to superannuation by a temporary appointment, i.e., one subject to a month's notice, and that a permanent appointment would have been subject to three months' notice. The defendants' case was that (1) their predecessors had no right to make a temporary appointment, (2) the relevant statute was the Poor Law Officers' Superannuation Act, 1896, s. 6, which provided that a pension should cease during a subsequent appointment to the extent of the salary received thereunder. His Honour Judge Reeve, K.C., pointed out that the minutes of the guardians indicated that they contemplated a temporary appointment, and a month's notice had been agreed upon. Nevertheless the duration of the appointment had been extended to four years, and in the circumstances the above Act caused the plaintiff's claim to fail. Judgment was therefore given for the defendants on the claim and counter-claim (less £1 11s.) with costs, a stay of execution being granted for fourteen days. Further reference on the above subject may be made to the Local Government Act, 1929, s. 124.

In Lighter Vein.

THE COST OF PARTING.

It was a judgment of Maule, J., which led to a reform of the divorce laws. A hawker was convicted of bigamy, and in passing a nominal sentence the judge, with masterly irony, told the prisoner his legal remedy against the worthless wife who had deserted him.

"You should have instructed your attorney to bring an action against the seducer of your wife for damages. That would have cost you about £100. Having proceeded thus far, you should have employed a proctor and instituted a suit for divorce *a mensa et thoro* and that would have cost you £200 or £300 more. When you had obtained a divorce *a mensa et thoro*, you had only to obtain a private Act of Parliament for a divorce *a vinculo matrimonii*. Altogether these proceedings would cost you £1,000."

However, let us not forget that Judge Crawford was shocked only the other day to find the costs of an undefended divorce suit amounting to £205.

BATTLES LONG AGO.

The mild interlude described by the newspapers as a "scene" between judge and counsel at Edmonton County Court recently only serves to emphasise the peace and goodwill that broods almost uninterruptedly over the administration of justice in these days.

The temporary flinging down of a bundle of papers is a small thing beside the pitched battles, the heavy-weight contests, now legends of the past.

At this sort of encounter the famous Curran, the Cicero of the Irish Bar, was supreme.

Once, before Robinson, J., who, in his spare time, produced disreputable political pamphlets, he made pointed and contemptuous reference to these compositions. The judge reminded him of his judicial dignity.

"Dignity!" exclaimed Curran, "when the person entrusted with the dignity of the judgment seat lays it aside for a moment to enter into a disgraceful personal contest it is in vain, when he has been worsted in the encounter, that he seeks to resume it."

"If you say another word I shall commit you," roared his lordship.

"I shall not be the worst thing your lordship has committed." replied Curran.

THE CHILD AND THE BEAR.

Less dramatic but very effective was one retort of Maule, J., before his elevation to the bench. He had argued at some length before Taunton, J., a somewhat ill-natured character, who at last exclaimed: "Mr. Maule, Mr. Maule! You have been arguing for the last half-hour and like a child, like a child, Mr. Maule."

"I am well content," replied Maule, "to be likened to a child, for a child, if spared, becomes in process of time a man, but once a bear, my lord, always a bear."

WHERE JUSTICE DWELLS.

One of the best known county court registrars in London is telling a good story against himself.

A lady litigant was before him and he explained to her that she was entitled to choose whether her case should be tried by him or by the judge. Bewildered and undecided, she could only reiterate: "All I want is justice. All I want is justice." "Very well then, madam," said the registrar eventually, "in that case you had better go before the judge."

Reviews.

The Law of Negotiable Securities. By WILLIAM WILLIS, K.C., Judge of County Courts. Fifth Edition. By A. W. BAKER WELFORD, of Lincoln's Inn, Barrister-at-Law. 1930. Sweet & Maxwell, Ltd. 10s. net.

This is a new edition of the lectures substantially as delivered at the request of the Council of Legal Education a good many years ago by the late Judge Willis. These lectures were at once recognised as an admirable introduction to the subject for students intending to be called to the Bar who are apt to find the severely concise sections of the Bills of Exchange Act, 1882, somewhat difficult to grasp. In unconventional language and with that enthusiasm which was so characteristic of him, Judge Willis transformed the dry bones of those sections into living organisms and explained what they really meant to the business man. Some alterations were made in the text of the former edition of the lectures for the purpose of giving effect to the decision of Mr. Justice Kennedy in *Bechuanaland Exploration Co.* v. *London Trading Bank* [1898] 2 Q.B. 658, but the learned editor states that no attempt has been made in the present edition to extend the scope of the work, and he has referred to recent cases only where they illustrate or confirm the author's conclusions. This does not, it is true, lessen the value of the work as a general introduction to the subject, but the practitioner who makes use of it would have been glad to have recent developments of the law briefly noticed. For example, he might have been reminded of the decision of the House of Lords in *Jones* v. *Waring & Gillow* [1926] A.C. 670, which definitely laid it down that the original payee of a cheque is not a "holder in due course" within the meaning of the Bills of Exchange Act.

The Mercantile Law of Scotland. By ALLAN MCNEILL, M.A., S.S.C., and J. A. LILLIE, M.A., LL.B., Advocate and Barrister-at-Law. Second Edition. W. Green & Son, Ltd., Edinburgh. 10s. 6d. net.

This is an admirably concise work on Scots mercantile law which, although intended primarily for students proposing to enter the legal profession in Scotland, may be found extremely useful for practitioners in England who every now and again have to consider points involving Scots law. The law of contract is dealt with at some length, and its divergencies from English law are clearly pointed out. The law relating to the sale of goods and bills of exchange, being now codified in the Sale of Goods Act, 1893, and the Bills of Exchange Act, 1882, is substantially the same as English law, but here again there are points of difference which have to be kept in mind. Thus, in Scotland they manage to exist without the modern equivalent of the Statute of Frauds as to contracts for the sale of goods of the value of £10 or upwards; and with regard

to bills of exchange, Scotland possesses what is called "summary diligence," which is a speedy method of enforcing payment without recourse being had to proceedings in court. An important feature of Scots law which should be noted by English practitioners who may have occasion to consider the initiation of proceedings in Scotland is the varying periods of the limitation of actions; there are the triennial, quinquennial, sexennial, and vicennial prescriptions, the applicability of each of which is carefully explained. Another important distinction between the laws of the two countries is seen in this, that in Scotland a "firm" is a legal entity distinct from the partners of which it is composed, with consequences which are clearly set out by the learned authors on pp. 241 and 242. We heartily commend this excellent manual.

Books Received.

The Journal of Comparative Legislation and International Law. Third Series. Vol. XII. Part II. May, 1930.

Butterworth's Workmen's Compensation Cases. Vol. XXII (new Series), being a continuation of "Minton-Senhouses" Workmen's Compensation Cases, covering the period January to December, 1929. Edited by His Honour Judge Ruegg, K.C., and Edgar Dale, Barrister-at-Law, assisted by J. Alun Pugh. Scottish Cases edited by Marcus Dods, of the Scottish Bar. Large Crown 8vo. pp. xxii, 952 and (Index) 30. London: Butterworth & Co. (Publishers), Ltd. 27s. 6d. net.

Poor Law. Report of a Special Inquiry into various Forms of Test Work. Presented by the Minister of Health to Parliament by command of His Majesty. 1930. Cmd. 3585. H.M. Stationery Office. 9d. net.

Home Office. Criminal Statistics: England and Wales, 1928. Statistics relating to Crime, Criminal Proceedings and Coroners' Investigations. 1930. Cmd. 3581. H.M. Stationery Office. 4s. net.

Jones' Book of Practical Forms for use in Solicitors' Offices. Vol. II. Crown 8vo. pp. xvi and (with Index) 391. Vol. III. pp. xii and (with Index) 447. With Dissertations, Notes and References. Charles Jones, Author of "The Solicitor's Clerk." Second Edition, A. H. Cosway. 1930. London: Effingham Wilson. 7s. 6d. per volume net.

The Law and Practice as to Receivers appointed by the High Court of Justice, or Out of Court. By the late William Williamson Kerr, M.A., Barrister-at-Law. Ninth Edition. With a Chapter on Sequestration. By F. A. Watmough, B.A., Barrister-at-Law, Joint Editor of the "Annual Practice." Large Crown 8vo. pp. liv and (with Index) 484. London: Sweet & Maxwell Limited. 18s. net.

The Accounts and Audit Provisions of the Companies Act, 1929. Being a Précis of the relevant Clauses shortly stated for quick reference. By Harry C. King, F.S.A.A., Incorporated Accountant. 1930. pp. 38 (with Index): Gee & Co. (Publishers) Limited. 2s. 6d. net.

Formation of a Private Limited Company to Acquire an Existing Business. By G. Cameron Ollason, F.C.A. Demy 8vo. 85 pp. 1930. Gee & Co. (Publishers) Limited. 6s. net.

Estatification. The Legal and Political Problem of Corporate Unity Psychologically Regarded. Being the Presidential Address to the Society of Public Teachers of Law in England and Wales for the year 1929. His Honour Judge H. C. Dowdall, K.C., Chancellor of the Dioceses of Liverpool and Bristol. Medium 8vo. 40 pp. 1930. Oxford: At the Clarendon Press. London: Mr. Humphrey Mitford, Oxford University Press. 2s. net.

Law Review. Formerly *Southern Law Quarterly.* Tulane Pan-American Number. Vol. ix. No. 4.

Trade Mark Law and Practice. A. W. Griffiths, B.Sc. (Lond.), Barrister-at-law. 1930. Demy 8vo. pp. xvi and (with Index) 252. London: Sir Isaac Pitman & Sons Ltd. 10s. 6d. net.

The Bombay Law Journal. Vol. VIII. No. 1. June, 1930. The Union Press, 413, Kalbadevi-road, Bombay (2). Rs. 2.0.0.

The North Carolina Review. Vol. VIII. No. 4. June, 1930. The University of North Carolina Press. 80c.

The Juridical Review. Vol. XLII. No. 2. June, 1930. Edinburgh: W. Green & Son Ltd. 5s. net.

Wireless Library, No. 7. Seeing by Wireless (Television), with Illustrations. 1930. Crown 8vo. 63 pp. London: George Newnes Limited. 1s. net.

Correspondence.

Curtis v. *French.*

Sir,—We have read with great interest the article in your last issue dealing with the decision in *Curtis* v. *French* [1929] 1 Ch. 253. If we may say so, we think the writer was somewhat modest in refraining from criticising the decision, and we certainly agree with him that the vendor in that case was a very fortunate man to escape having to pay substantial damages for such misleading statements.

Our object, however, in writing you is to call the attention of our professional brethren to the fact that, assuming the decision holds good (which, personally, if appealed, we venture to doubt) they should object to clause 10 of the National Conditions of Sale, at all events, when these are submitted, as is frequently the case, on a sale by private treaty. We have assumed, and we believe this is also the view of other members of the profession, that the National Conditions of Sale have been settled as fair conditions between a willing buyer and a willing seller. This would, of course, not be the case if they are to enable a vendor to escape liability for definitely misleading statements such as were made in the case in question.

London, W.C.1. Syrett & Sons.
25th June.

[No doubt many of our readers will agree that the decision in *Curtis* v. *French* makes the condition in question unduly advantageous to the vendor. The tenth and eleventh editions of the National Conditions of Sale endeavour to restore the balance by the insertion of the words "(save where the error, statement or omission relates to a matter materially affecting the value of the property)" in Condition 10 (1).—Ed., *Sol. J.*]

THE FIREARMS ACT.

Smooth-Bore Guns Exempted.

At the Kent Assizes on Monday, before Mr. Justice Avory, Henry C. Hall was indicted under s. 7 of the Firearms Act, 1920, for being in possession of a firearm with intent to endanger life or injure property. Mr. A. L. Thesiger prosecuted and Mr. Gerald A. Thesiger defended.

Mr. Gerald Thesiger, defending, called attention to s. 12 of the Firearms Act, which excepted from its operations, so far as Great Britain is concerned, "smooth-bore shot guns and the ammunition therefor."

The Firearms Act, 1920, was passed at the height of the Sinn Fein activities, and was principally directed against shooting outrages of a revolutionary character.

A police witness agreed that the gun used by Hall came within the category of "smooth-bore shot gun," and Mr. Justice Avory directed the jury to return a verdict of "Not Guilty," while observing that this did not preclude proceedings, if the authorities thought wise, for causing malicious damage.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Purchase by Husband of House with Wife's Money.

Q. 1944. Twenty years ago A purchased two houses from his father for £450 and obtained a mortgage of £250 on the property. The property was conveyed to A. Some years ago A and his family went to reside in Canada, where they still are, the rents of the property being collected by C, the brother-in-law of A, as agent for A. A has got into difficulties and certain creditors in Canada threaten to make him a bankrupt. A has reduced the mortgage to £200. A now states that when he purchased the property £200, part of the purchase money, was the separate estate of his wife, which she let him have, but he gave her no security, and he now desires to secure the £200 for his wife. Personally, I do not see how he can do this with safety, as no declaration of trust was executed on the purchase of the property. It appears to me that A could offer the property for sale by auction without reserve and C could bid and purchase for his sister, the wife of A, and take the conveyance to himself, subject to the mortgage, and execute a declaration of trust for B. As C has never received any commission from A for collecting the rents of the property, it may be that C could retain his charges up to date out of the purchase money. If A, instead of selling as above, gave his wife a second mortgage on the property for the £200, then the deed might subsequently be upset. I shall be glad to have your general opinion as to what course, if any, is available for A to secure the £200 for B.

A. A wife may give money or other property to her husband as she may to anyone else, but to establish a gift the husband must give cogent evidence of intention to give. It appears that the whole of the purchase money, other than the amount raised by mortgage, was found by the wife. It is considered that in the absence of strong evidence of intention to give A would be a trustee for his wife, or at least the wife would have a charge on the property for £200. It is suggested that A should convey the property to his wife reciting the facts and that the wife, acting under the influence of A, advances him the money to buy the house not intending to make any gift, and that she had called for a conveyance and consented to pay to A the £50 he had paid in reduction of mortgage. A trustee in bankruptcy would hesitate to try and set aside the conveyance providing he was furnished with evidence that the money was in fact found by the wife.

Apportionment of Rent of Agricultural Holding.

Q. 1945. The tenant of an agricultural holding, exceeding 50 acres, has been informed by his landlord, who recently purchased the property, subject to such lease, that he has sold portions of the property in lots, and giving the names, etc., of the purchasers and the amount he, the landlord, had agreed with such purchasers of the rents apportioned in respect of each, and asking the tenant to pay such apportioned rents to such respective purchasers. The tenant paid such apportioned sums to the two purchasers who had then completed their purchases in respect of the rent due 25th March last. The tenancy expires in December next, and notice was given and received by the tenant to that effect after the sale. Is the tenant bound to recognise such apportionment and pay accordingly? Can any authority be cited? The effect might be to cause the tenant to have to deal with more than one person as regards compensation on the expiration of the tenancy, which would involve him in extra expense and also in difficulty in apportioning this expenditure.

A. The notice to quit was given after the sale, and is therefore, not rendered void by the Agricultural Holdings Act, 1923, s. 26, so that the tenant's rights are regulated by the above Act, s. 18, and by the L.P.A., 1925, s. 140, as amended by the Am. A., 1926, s. 2. In the above case, however, no occasion will arise to exercise any rights under the two last-named Acts, and under s. 18, *supra*, the tenant is not given any right to ignore the apportionment. The apportioned rents must, therefore, be paid to the various purchasers up to December next, but thereafter the tenant is entitled to require that his compensation shall be determined as if the holding had not been divided. The additional costs of the award must also be directed to be paid by the purchasers, so that the difficulties anticipated in the last paragraph of the question will not be experienced by the tenant.

Liability for Dangerous Bridge.

Q. 1946. I refer to your question and answer No. 1903, and would ask your view as to the following. A public footpath passes through the land of a client. The course of that footpath crosses a ditch which, in some weathers, is swollen to a small stream. In the past a well-built brick arch was thrown across the ditch, but owing to time and weather the arch has fallen in, so that anyone using the footpath and crossing the ditch has to walk carefully so as not to fall into the ditch. At night this would naturally constitute a danger. Is the landowner liable?

A. The landowner is not liable on the above facts, as it was laid down by Lord Ellenborough, C.J., in *Rex* v. *Inhabitants of the County of Salop* (1810), 13 East 95, that a public footway is a highway, and that all public bridges are *prima facie* repairable by the inhabitants of the county (without distinction of foot, horse or carriage bridges), unless they can show that others are bound to repair particular bridges. It was decided in *Russell* v. *Men of Devon* (1788), 2 T.R. 667, that no action will lie against the county for non-repair of a bridge, still less will an action lie against an individual liable to repair *ratione tenuræ*. In *Rundle* v. *Hearle* [1898] 2 Q.B. 83, the plaintiff was injured in crossing a stile, which was out of repair, and he sued the defendant as owner of the fields on each side of the stile. The defendant had occasionally repaired both the public footpath and the stile, and he was held liable *ratione tenuræ* in the county court of Cornwall, but the decision was reversed by the Divisional Court. Lord Russell of Killowen, L.C.J., held that repairs for the defendant's own benefit were no evidence of such liability, and it was doubted whether an action for mere non-repair was maintainable.

Agricultural Land Let at Rent, Inclusive of Rates—Effect of De-rating.

Q. 1947. In 1922 A let to B 7¼ acres of land at £6 10s. per acre, the landlord agreeing to pay all rates. This land, by virtue of being an agricultural holding, is now de-rated. The tenant B claims the benefit of the rates which A has hitherto paid and from which the land is now exempt. He says benefit of de-rating should accrue to the occupier and claims to have his rent reduced by the amount of rates which A saves by virtue of the exemption. Is B as the tenant entitled to claim a reduction in his rent to the extent of the amount formerly paid by the landlord for rates?

A. We know of no authority for the proposition that the tenant can get the benefit of de-rating. If it were an industrial hereditament he could claim to do so.

Notes of Cases.

House of Lords.

Wilsons and Clyde Coal Co. *v.* Flynn.

20th May.

WORKMEN'S COMPENSATION ACT, 1925, s. 43—MINERS' NYSTAGMUS—DATE OF DISABLEMENT.

This was an appeal from an interlocutor of the Second Division of the Court of Session in Scotland on a case stated under the Workmen's Compensation Act, 1925.

In 1925 the respondent was disabled by miners' nystagmus, and after a period of total incapacity was paid £70 in discharge of his claim. In February, 1927, he was employed to work underground by William Baird & Co., and in November following he was again disabled by nystagmus, and after a period of total incapacity was paid £70 in discharge of his claim. On 14th February, 1929, he entered the employment of the appellants as an underground miner. On that date he was still suffering from nystagmus, and after working two hours he complained of headache and left the pit. On 18th February he obtained from the certifying surgeon a certificate that he was suffering from nystagmus which disabled him from earning full wages, and that the disablement began on 15th February, 1929. An appeal to the medical referee was dismissed. The arbitrator refused compensation on the ground that at the time when the respondent entered the appellants' employment he was suffering the nystagmus contracted before November, 1927, and that the present disablement was not "due to the nature of any employment in which the workman was employed at any time within the twelve months previous to the date of disablement," as required by s. 43 (1) of the Act. The Second Division held that the arbitrator was not entitled to refuse compensation on the ground that the decision of the certifying surgeon as to the date of disablement was final and conclusive.

Lord HAILSHAM said he was disposed to agree that the construction adopted by the Court of Session did involve hardship, and possibly injustice, to the employers, who were to be held bound by a decision arrived at in their absence, but the language of the section was perfectly clear and definite. and it was not open to their lordships to put any other construction on the words used than that adopted by the Court of Session. In the face of the express provision of the section he could not hold that it was competent for the arbitrator to find that the date of disablement should be some other date than that certified by the certifying surgeon. The appeal should therefore be dismissed.

Lords BUCKMASTER, DUNEDIN, WARRINGTON and THANKERTON concurred.

COUNSEL: *Rt. Hon. A. M. MacRobert*, K.C., and *J. R. Marshall; A. P. Duffes*, K.C., and *John Cameron*.

SOLICITORS: *Beveridge & Co.*, for *W. T. Craig*, Glasgow; and *W. E. Rankin & Nimmo*, W.S., Edinburgh; *Findlay, McClure & Co.*, for *R. Maguire, Cook & Co.*, Glasgow; and *Allan McDougall & Co.*, Edinburgh.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Appeal.

In re Mills: Mills *v.* Lawrence.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ.
25th and 26th March.

POWER OF APPOINTMENT—RELEASE—POWER TO ELECT BENEFICIARY AMONG ISSUE OF TESTATOR'S FATHER—DONEE ENTITLED IN DEFAULT OF APPOINTMENT—VALIDITY OF RELEASE.

Appeal from a decision of Eve, J. [1930] 1 Ch. 440 (74 SOL. J. 76).

The Hon. A. H. Mills, by his will dated 24th May, 1922, appointed his brother, the plaintiff, and his brother-in-law, the defendant Lawrence, to be his executors and trustees, and directed them (in the events which happened) to stand possessed of his residuary estate upon trust for investment, and to hold the investments and the income thereof upon trust for accumulation for a period of twenty-one years. Subject to these and other trusts which are not material for the present purpose the trust fund and all statutory accumulations were to be held upon such trusts for the benefit of all or any one or more exclusively of the other or others of the children and remoter issue of the testator's father who should, in the opinion of the plaintiff, evidence an ability and desire to maintain the family fortune by replacing the enormous sums of which it had been despoiled by death duties and other taxation, as the plaintiff should by any deed, revocable or irrevocable, appoint, and in default of and until and subject to such appointment in trust for the plaintiff absolutely. The testator died on 21st August, 1922. On 23rd June, 1928, after the death under age and without issue, on 1st April of the same year, of a grandson of the testator to whom a life interest was given by the will, the plaintiff executed a revocable appointment upon trust, after the death of the survivor of himself and his wife, to raise the sum of £15,000 for two nieces of the testator, and to hold the balance in trust for such of two nephews of the testator as should attain the age of twenty-one years and should then be living. By a deed of revocation dated 18th June, 1929, he revoked this appointment and released the trust fund from the power, to the intent that the power should be absolutely extinguished. Upon a summons raising the question whether the plaintiff could validly release the power, and, alternatively, whether he could appoint the property in his own favour, Eve, J., held that the power was coupled with a duty and could not be released. The plaintiff appealed.

The COURT reversed the decision of Eve, J., holding that the power was one of the kind commonly called appendant or appurtenant, and that it was impossible to treat it as connected with a duty or in the nature of a trust, because the gift over in default of appointment and the gift until appointment were both in favour of the appellant, and there was no gift to the class who were the possible objects of the power. Appeal allowed.

COUNSEL: *Morton*, K.C., and *Cleveland-Stevens*, K.C.; *Gavin Simonds*, K.C., and *A. Guest Mathews; H. F. F. Greenland*.

SOLICITORS: *Murray, Hutchins & Co.; Bircham & Co.*

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Price *v.* Gould and Others.

Wright, J. 7th May.

LANDLORD AND TENANT—RENT RESTRICTION—DEATH OF STATUTORY TENANT—INTESTATE—MEANING OF "FAMILY"—RENT AND MORTGAGE INTEREST RESTRICTIONS ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 12 (1), (*g*).

The plaintiff, Sarah Caroline Price, became the long leaseholder of No. 7, Victoria Gardens, Notting Hill, W., in 1915, and from the 25th March, 1926, she sub-let the premises to Aida Gould, for a period of seven years, at a rent of £45 a year, which was later increased to £60 15s. On the expiration of that lease on the 25th March, 1923, Aida Gould remained in possession as statutory tenant under the Rent Restriction Acts until her death intestate on the 20th November, 1929. From that date the defendants, Ethel Gould, two of her sisters and her brother, occupied the premises. In reply to the plaintiff's claim for possession the defendants contended that s. 12 (1), (*g*), of the Rent Restriction Act, 1920, applied. By that section: "The expression 'tenant' includes . . . where a tenant dying intestate is a woman, such member of the tenant's family (residing with her at the time of her death) as may be decided in default of agreement by the county court." The plaintiff further claimed that, even if Ethel Gould came

within the above section, she, as landlord was nevertheless entitled to recover possession of the premises under s. 1 of the Prevention of Eviction Act, 1924, on the ground that the premises were reasonably required for her for her own occupation as a residence.

WRIGHT, J., after referring to the material section of the Act of 1920 (*supra*), said that the only question which he had to consider was whether, the statutory tenant here being a woman who had died, one of the defendants, namely, Ethel Gould, who had been selected by the other defendants for that purpose, came within the description of "a member of the tenant's family" residing with her at the date of her death. In other words, he had to decide whether the word "family" in that section included brothers and sisters. He held that it did include brothers and sisters of the deceased living with her at the time of her death. He thought that that meaning was required by the ordinary acceptation of the word in that connection, and that the Legislature had used the word "family" to introduce a flexible and wide term. He held, therefore, that Ethel Gould did become the statutory tenant by virtue of the provisions of the section. With regard to her claim that she required the dwelling-house for her own occupation as a residence, it seemed to him (his lordship) that on the whole the balance of hardship would rest with the plaintiff if he refused to make an order, and he accordingly gave judgment for her on that ground, the order to take effect in six weeks. As the action was one which ought to have been brought in the county court, the plaintiff was not entitled to recover any costs.

COUNSEL: *A. E. Woodgate* for the plaintiff; *Amiend Jackson* for the defendant.

SOLICITORS: *Evans, Rendall & Oakeshott; Cropley Davies and Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Corporation of Trinity House *v.* Owners of "Cedar Branch" Steamship.

Rowlatt, J. 17th June.

SHIPPING — LIGHT DUES — FOREIGN AND HOME-TRADE VOYAGES COMBINED—DUES ON FOREIGN VOYAGE ONLY—MERCHANT SHIPPING (MERCANTILE MARINE FUND) ACT, 1898, 61 & 62 Vict., c. 44, s. 5, Sched. II, rr. 2, 3, 4.

The steamship "Cedar Branch," owned by the defendants, loaded cargo in December, 1929, and January, 1930, at Swansea, at London, in the Tyne, at Glasgow, and at Liverpool for a voyage beyond home-trade ports. Whilst at Glasgow, however, she loaded certain cargo for discharge at Liverpool where she finally completed her loading and sailed on her foreign voyage. Whilst at Swansea the vessel had paid light dues in respect of the main voyage, and in the present case the plaintiffs, the Corporation of Trinity House, now claimed that in carrying the cargo from Glasgow to Liverpool the vessel was engaged in a home-trade voyage and was liable to pay light dues as a home-trading steamer within the meaning of the Merchant Shipping (Mercantile Marine Fund) Act, 1898, and they therefore claimed £18 1s.

ROWLATT, J., said that one would not expect to find a vessel charged light dues for two concurrent voyages at one and the same moment. The governing principle seemed to be that while a vessel was on a foreign voyage she could not be made liable on any other sort of voyage at the same time. There would be judgment for the defendants.

COUNSEL: *Raeburn*, K.C., and *A. T. Bucknill*, for the plaintiffs; *Clement Davies*, K.C., and *McNair*, for the defendants.

SOLICITORS: *Sandilands & Co.; Botterell & Roche*, for *Botterell & Roche*, Sunderland.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at The Law Society's Hall, Chancery Lane, on the 11th June. Mr. Henry W. Michelmore (Exeter) in the chair. The other directors present were Sir A. Norman Hill, Bart., Sir E. F. Knapp-Fisher, and Messrs. F. E. F. Barham, A. C. Borlase (Brighton), E. R. Cook, T. S. Curtis, A. G. Gibson, R. B. Johns (Plymouth), O. J. Humbert, C. G. May, H. A. H. Newington, M. A. Tweedie and A. B. Urmston (Maidstone). £1,581 was distributed in grants of relief; twenty-one new members were admitted; Mr. K. Macdonald (Bath) and Mr. H. F. Galpin (Oxford) were elected directors to vacancies on the board; and other general business was transacted.

The Middle Temple.

Tuesday, the 24th June, being the Empire Grand Day of Trinity Term at the Middle Temple, the Master Treasurer (The Hon. Mr. Justice Horridge) and the Masters of the Bench entertained at dinner the following guests:—

The Rt. Hon. Lord Greenwood, K.C. (Treasurer of Gray's-inn), The Hon. Sir Thomas Wilford, K.C.M.G., K.C. (High Commissioner for New Zealand), Lucien Pacaud, Esq., K.C. (Acting High Commissioner for Dominion of Canada), The Rt. Hon. V. S. Srinivasa Sastri, C.H., The Rt. Hon. S. M. Bruce, C.H., M.C., The Rt. Hon. F. A. Anglin (Chief Justice of Canada), Brigadier-General Sir S. H. Wilson, G.C.M.G., K.C.B., K.B.E. (Permanent Under-Secretary of State for the Colonies), Sir Arthur Hirtzel, K.C.B. (Permanent Under-Secretary of State for India), Sir E. J. Harding, K.C.M.G., C.B. (Permanent Under-Secretary of State for Dominion Affairs), Sir Howard d'Egville, K.B.E. (Secretary, Empire Parliamentary Association), Lieut.-Colonel T. R. St. Johnston, C.M.G. (Governor of the Leeward Islands), Senator R. D. Elliott (Australian Commonwealth), The Rev. The Master of the Temple, Edward Loxton, Esq., K.C. (Australia), The Rev. The Reader, The Under Treasurer.

The Benchers present in addition to the Treasurer were:—Mr. W. English Harrison, K.C., Sir R. A. McCall, K.C.V.O., K.C., LL.D., His Honour Judge Ruegg, K.C., Mr. Butler Aspinall, K.C., His Honour Judge Sir Alfred Tobin, K.C., The Hon. Mr. Justice McCardie, Mr. E. A. Mitchell-Innes, C.B.E., K.C., His Honour Judge Holman Gregory, K.C., Mr. St. J. G. Micklethwait, K.C., Sir Lynden L. Macassey, K.B.E., K.C., LL.D., Mr. Heber L. Hart, K.C., LL.D., Mr. A. M. Dunne, K.C., Mr. J. Bruce Williamson, Mr. Stuart J. Bevan, K.C., M.P., Mr. A. M. Sullivan, K.C., Mr. J. G. Hurst, K.C., Mr. W. T. Lawrance, K.C., Mr. Cecil Whiteley, K.C., Mr. J. Scholefield, K.C., Mr. W. Craig Henderson, K.C., Mr. J. D. Cassels, K.C., Mr. E. H. Tindal Atkinson, C.B.E., Mr. W. Frampton.

The Grotius Society.

At a meeting of this Society, held on 26th June, the chair was taken by Profession T. W. Lee, and Mr. E. S. Roscoe read a paper on

ALIENS IN GREAT BRITAIN.

The present desire for international amity, he said, seemed to have had little practical effect on the regulations governing the residence of aliens in a foreign country. It ought to be as possible to obtain uniformity in this matter by international convention as to attain it in maritime affairs. There had been a marked retrogression in the treatment of aliens in this country in recent years. From 1836 until the declaration of war the friendly alien had been on the same footing as a British subject. In *Johnstone* v. *Pedlar* [1921] 2 A.C. 262, Lord Cave had said, "So long as he (the friendly alien) remains in this country with the permission of the Sovereign, express or implied, he is a subject by local allegiance with a subject's rights and obligations." Friendly aliens had enjoyed great freedom until 1793, when the French revolution had caused alarm, and an Act (33 Geo. III, c. 4) had been passed, directed mainly against the French *émigrè*. The measure had been supported by Burke in the memorable dagger scene and vigorously opposed by Fox and his friends. It had been followed by a series of Acts renewing the restrictions. The Opposition feared that political exiles might lose the right of asylum, while the Government feared lest the more desperate refugees abuse Great Britain's hospitality and so embroil her with the absolutist Continental powers. The matter had thus become a political one, but it was noteworthy that Parliament itself had retained control of all details concerning aliens. This exceptional period had been ended in 1836, when the Registration of Aliens Act had restored the basic principle found

in Magna Carta: "All merchants shall have safe and secure exit from England, and entry to England with the right to tarry there and to move about as well by land as by water, for buying and selling by the ancient and right customs quit from all evil tolls, except in time of war, such merchants as are of the land at war with us."

The Act of 1836 had been repealed by that of 1905, but the position of aliens had not been materially altered, as the latter Act was only a measure to prevent the entry of undesirable immigrants and to regulate the expulsion of undesirable residents.

Thus, from 1836 to 1914, aliens had had complete personal freedom while living in Great Britain. On 5th August, 1914, the Aliens Restriction Act had been passed to meet the emergency of war and had given absolute power to the Secretary of State. Yet the restrictions had not been removed at the end of the war, and the Aliens Restriction (Amendment) Act, 1919, had continued the emergency power of the Secretary of State. It also forbade an alien to use any name other than that by which he had been ordinarily known in August, 1914. In *Evans* v. *Piauneau* [1927] 2 K.B. 374, a Frenchman, who had lived in London for many years and had set up a grocery business, had been held to have committed an offence by adding the words "& Co" to his own name on his shop front and notepaper. With slight amendments this Act had been continued year by year up to the present time, so that the condition of aliens in this country was practically the same as in 1836, except that the law was somewhat more stringent and bureaucratic, as authority had been transferred from Parliament to a Secretary of State. A foreigner was outside the protection of the law, under police supervision and entirely in the power of the Secretary of State. The combined effect of the Act of 1914 and of the Order in Council had been to intermingle the two different problems of entrance and residence. International opinion was now pretty well agreed that undesirable aliens should be kept out or turned out on sanitary and moral grounds, but whether a foreigner could be kept out on economic grounds alone was much more debatable.

There seemed to be no good reason why the law should not return to the position it had held before 1914. Despite the general desire to increase international goodwill the law placed greater obstacles than it had done for nearly a century in the way of free intercourse between the individuals of different nations. Restrictions ought, in any case, be contained in an Act of Parliament and not in an Order in Council.

The paper was followed by a brief discussion in which the following members took part: Mr. Wyndham Bewes, Mr. J. E. Fraser, Mr. H. Goitein, Dr. Temple Grey, Mr. H. E. Holme, Mr. T. Mathew, and Mr. W. F. Sherwood.

Gray's Inn.

Thursday, the 26th of June, being the great Grand Day of Trinity Term, at Gray's Inn, the Treasurer (The Right Hon. Lord Greenwood, K.C.) and the Masters of the Bench entertained at dinner the following guests: The Treasurer of The Hon. Society of the Inner Temple (The Right Hon. Viscount Sumner, G.C.B.), The Right Hon. Lord Camrose, The Right Hon. Lord Macmillan, The Right Hon. Sir Rennell Rodd, G.C.B., G.C.M.G., G.C.V.O., M.P., The Chief Justice of Canada (The Right Hon. F. A. Anglin), Sir James Maxwell, K.C.M.G., K.B.E., The Right Rev. The Lord Bishop of Calcutta, The Dean of the Faculty of Advocates (Mr. Condie Sandeman, K.C.), the President of The Law Society (Mr. W. H. Foster), Mr. H. C. Luke, C.M.G., Mr. John Walter, Mr. E. R. Peacock and Mr. C. V. Sale.

The Benchers present in addition to the Treasurer were: The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., Mr. Herbert F. Manisty, K.C., Mr. Edward Clayton, K.C., The Right Hon. Lord Atkin, Mr. Timothy Healy, K.C., His Honour Judge Ivor Bowen, K.C., Sir Alexander Wood Renton, G.C.M.G., K.C., Sir Cecil Walsh, K.C., Mr. R. E. Dummett, The Right Hon. Lord Thankerton, Sir Walter Greaves-Lord, K.C., M.P., Mr. G. D. Keogh, The Right Hon. Lord Morison, Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. R. Storry Deans, Mr. A. Andrewes Uthwatt, Mr. Malcolm Hilbery, K.C., with The Preacher (The Rev. Canon W. R. Matthews, D.D.) and the Under-Treasurer (Mr. D. W. Douthwaite).

Society of Clerks of the Peace of Counties.

The annual dinner of the Society of Clerks of the Peace of the Counties took place last evening at Claridge's. The chairman of the Society, Mr. E. S. W. Hart (Clerk of the Peace for the County of Middlesex) presided, and those present were: Mr. Arthur Greenwood, M.P. (Minister of Health), Lord Cottesloe, Lord Harlech, Judge Farrant, Lieut.-Colonel Sir Albert Whitaker, Sir Percy Jackson, Sir James Hinchcliffe, Sir Claud Schuster, K.C., Sir Arthur Robinson, Lieut.-Colonel Sir Charles Pinkham, The Right Hon. Sir Herbert Nield, K.C., M.P., Colonel F. A. D. Stevens, Lieut.-Colonel C. F. Milward, Major T. P. P. Powell, Mr. E. H. Tindal-Atkinson, Mr. Rowand Harker, K.C., Mr. J. A. de Rothschild, M.P., Mr. R. J. Meller, M.P., Mr. S. Taylor, Mr. S. W. Harris, Mr. S. P. Vivian, Mr. W. G. Allen, Mr. H. W. S. Francis, Mr. Cemlyn-Jones, Mr. F. W. Mallalieu, Dr. Charles Corben, Alderman G. Marlow Reed, J.P. (Chairman, Middlesex County Council), Mr. H. S. Button, Mr. L. S. Brass, Mr. S. M. Johnson, Mr. H. J. Comyns, Mr. D. Hardaker, Mr. Arthur Jenkins, Mr. A. H. Joliffe, Mr. R. Etherton, Mr. Richard A. Willes, Mr. J. E. Forrest, Mr. Frederick Wilson, Mr. G. F. Rogers, Mr. W. J. Freer, Mr. C. H. Bird, Colonel C. E. F. Copeman, Lieut.-Colonel Guy R. Crouch, Sir George Etherton, Mr. J. B. Graham, Mr. Thomas Hughes, Mr. A. A. Johnson, Mr. W. O. Jones, Major P. Elton Longmore, Mr. E. W. Maples, Mr. J. C. McGrath, Mr. H. T. T. McIlveen, Mr. Tweedale Meaby, Mr. R. L. Moon, Mr. H. J. C. Neobard, Mr. Cecil Oakes, Mr. Hugh J. Owen, Mr. C. W. Radcliffe, Mr. Henry Rowland, Mr. Eric Scorer, Mr. J. E. Seager, Mr. L. E. Stephens, Mr. Hubert G. Thornley, and Mr. H. B. Williams.

The London Solicitors' Golfing Society.

The summer meeting of this Society was held at Walton Heath on the 16th June; 124 entries were received and out of this number 108 took out cards. The competitors were the guests of their President (Lord Riddell) for the day.

Following are the results:

Scratch Medal: Mr. L. Evelyn Jones, 81.
Second best scratch score: Mr. R. W. Ripley.
Best nine holes, limit 11: Mr. A. M. Ingledew, 42 – 5 = 37.
Best nine holes, 12 24: Mr. G. S. Berry, 44 – 7 = 37.
Best medal score: Mr. J. H. Nelson Curtis, 86 – 11 = 75.
Bogey round winner: Mr. A. Gaunt, 5 up.
Runner-up: Mr. S. H. M. Wilson, 2 up.
Last nine holes: Mr. T. E. C. Daniell, 2 up.

On the Thursday following the summer meeting, Lord Riddell entertained the competitors to dinner at the Savoy Hotel, when a very pleasant evening was spent.

The following members qualified to play off for the Riddell Challenge Cup: Messrs. A. R. Patey, A. M. Ingledew, F. Burgis, B. T. Kenward, E. S. Trehearne, J. L. de la Cour, E. A. Swatton Brooks, R. E. Attenborough, M. Beevor, W. R. Taylor, S. Newman, R. E. Allen, G. D. Hugh-Jones, J. H. Nelson Curtis, J. A. Attenborough, C. F. Rowlands and L. Evelyn Jones.

The Solicitors' Clerks' Pension Fund.

Until recent times, solicitors' clerks were almost as misrepresented and maligned as mother-in-laws, Aberdonians and civil servants. They were generally understood to be usually intoxicated, largely addicted to snuff-taking, and a mixture of servility and roguery.

There was never a greater wrong done to a body of men who, by the very nature of their occupation, are compelled to a high order of ability and a versatility unknown to any other branch of clerical activity. "Unqualified," so far as legal status is concerned, they do the work which qualified solicitors are supposed to do—undertaking actions, instructing counsel, winding up estates, conducting sales and purchases of land without supervision, and attending before masters and judges to argue legal points. And on questions of practice they are often far above their principals in knowledge and experience. What other trade or profession makes such demands on the mental powers of its followers?

It is therefore good to know that The Law Society—very much behind the times—has at length become concerned for the financial future of the solicitors' clerk. One of the lurking horrors of a solicitors' clerk's life was that after giving the best of his life to his principals—for a not very munificent wage—changes in the partnership might occur in his old age, new principals come in who didn't know or care about the years of devoted activity of the old servant, who merely looked upon him as a doddering old fool, and who would on the score of economy give him three months' money or less and murmur "old age pension."

But The Law Society, while desirous of appearing to do the right thing, is rather dubious about it. The members, one would imagine, are not enthusiastic about contributory pension schemes and the Society would rather not push the matter

where its members don't choose to dip their hands in their pocket. So rather hesitatingly the new scheme is put forward. It is all quite voluntarily. The principal doesn't join it unless the clerk agrees and the clerk cannot join it unless he can persuade his principal to. So that unless it is sufficiently good as a scheme to spur the clerk on to approach his principal —well! The principal is not a philanthropist, and if the clerk doesn't want to join the pension scheme—why on earth should a principal press to contribute to it?

So then the scheme, being quite voluntary, rests for its success upon its popular appeal. Will it be popular? Let us see.

The persons most interested in pensions are those approaching a pensionable age. The younger generation are not very worried about old age; it is too far off.

It is the middle-aged and the elderly clerks who are more inclined to examine the scheme hopefully. And what do they find?

The scheme has been based on old-fashioned insurance lines. Instead of pooling all ages and making a round figure of contributions, the scheme provides for older men to contribute at an immeasurably greater rate than the young man. It is actuarily sound, of course, but from the standpoint of popularity it is bad business. The young man—without family responsibilities—gets in at low contributions; the man of forty, with a family of growing children and a house-purchase millstone, will have to meet a much higher contribution. And it's all quite voluntary!

And so as to make the scheme more tempting to the middle-aged and elderly clerks, the pension fund offers to give them those benefits which the previous non-existence of a fund has robbed them of. There are no irritating restrictions. All that the clerk has to do is to pay a lump sum of a few hundreds of pounds! It is extraordinarily simple—and extraordinarily stupid.

The scheme seems doomed to failure—or a precarious existence, and the authors seem dubious about it themselves. It lacks the two elements of popularity and compulsion, without one or the other of which it is doomed to failure.

The scheme should have been preceded by an appeal for funds. The generosity of the Bar (and it is barristers who appreciate more strongly the work of the solicitors' clerk), the wealth of The Law Society membership, and other sources too numerous to mention, might have been evoked, to start all ages on a dead level without calling upon the younger lives to help contribute to the older men's pensions and without calling upon the older men to contribute so largely to pensions out of their salaries.

And The Law Society should have pressed the matter more firmly upon solicitors. It should have stressed that it was the duty of the principal to approach his clerks and offer to contribute to such a scheme. And in the older lives the Society might well have recommended the principal to pay a greater proportion of the contributions than are set out in the tables, or to furnish the lump sum necessary to procure the additional benefits set out in the scheme. It is a pension scheme, but a very grudging one! And it wants reconsideration.

Parliamentary News.

Progress of Bills.

House of Lords.

Third Parties (Rights against Insurers) Bill.
Read the Third Time and passed. [27th May.
Education (Scotland) Bill.
Read the First Time. [27th May.
Mental Treatment Bill. [H.L.]
Commons Amendments considered. [29th May.
Railways (Valuation for Rating) Bill.
Read the Third Time and returned to the Commons. [29th May.
Land Drainage (No. 2) Bill. [H.L.]
Read the Third Time and passed, and sent to the Commons. [3rd June.
Coal Mines Bill.
Consideration of Commons Reasons for disagreeing with Amendments. [24th June.
Illegitimate Children (Scotland) Bill.
In Committee. [26th June.
Poor Prisoners Defence Bill.
Report. [2nd July.
British North America Bill. [H.L.]
Second Reading and remaining stages. [2nd July.

House of Commons.

Education (Scotland) Bill.
As amended (in the Standing Committee), considered.
Read a Second Time. [23rd May.
Small Landholders (Scotland) Acts (1866 to 1919) Amendment Bill.
As amended (in the Standing Committee), considered. [23rd May.
Education Bill.
Read a Second Time. [29th May.
Coal Mines Bill.
Lords Amendments considered. [4th June.
Clergy Pensions (Older Incumbents) Measure, 1930.
Royal Assent. [4th June.
Railways (Valuation for Rating) Bill.
Lords Amendments considered. [5th June.
Air Transport (Subsidy Agreements) Bill.
Read the Third Time and passed. [20th June.
Mental Treatment Bill. [H.L.]
Lords Amendments to Commons Amendments considered and agreed to. [20th June.
Third Parties (Rights against Insurers) Bill.
Lords Amendments considered and agreed to. [20th June.
Overseas Trade Bill.
Read the Third Time and passed. [20th June.
Workmen's Compensation (Silicosis) Bill [H.L.]
Read a Second Time. [20th June.
Road Traffic—Payment of Fines into the Exchequer.
Resolution reported and agreed to. [23rd June.
Employment Returns Bill.
Read a Second Time. [24th June.
Land Drainage (No. 2) Bill. [H.L.]
Read a Second Time. [24th June.
Pluralities Measure, 1930.
Motion for Presentation for Royal Assent after debate, agreed to. [26th June.
Public Works Loans Bill.
Read a Second Time. [27th June.
Land Drainage (No. 2). [Money.]
Considered in Committee. [27th June.
Finance Bill.
Further considered in Committee. [2nd July.

House of Commons.

Questions to Ministers.

INDUSTRIAL DISPUTES.

Mr. D. G. SOMERVILLE asked the Minister of Labour the number of days' work that have been lost as a result of industrial disputes during the past twelve months; and how this figure compares with the number of days lost from the same cause during the previous twelve months?

Mr. LAWSON: The number of working days lost through industrial disputes in Great Britain and Northern Ireland in the twelve months ended 31st May, 1930, is estimated to have been approximately 10,600,000, of which about 9,400,000 are accounted for by the extensive disputes in the cotton and wool textile industries. The corresponding total for the previous twelve months was approximately 1,600,000. [17th June.

PERMANENT COURT OF INTERNATIONAL JUSTICE.

In reply to Mr. MANDER, Mr. A. HENDERSON stated that twenty-seven States have ratified the Optional Clause of the Statutes of the Permanent Court of International Justice. Belgium and Denmark have acceded to the General Act for the Pacific Settlement of International Disputes in respect of all its provisions. Norway and Sweden have acceded to the General Act in respect of those of its provisions relating to conciliation and judicial settlement. I will circulate in the Official Report a statement giving the names of States that have ratified the Optional Clause. [18th June.

INSURANCE AND PENSIONS LEGISLATION.

Mr. HORE-BELISHA asked the Minister of Health whether the views of approved societies, insurance committees, and other representative bodies have been considered in the general survey of national insurance and pensions claims.

Mr. GREENWOOD: The hon. Member may be assured that all relevant consideration will be before the Cabinet Committee at present engaged on a general survey of the existing insurance and pensions legislation. [19th June.

SLATE CLUBS.

Mr. MILLS asked the Home Secretary if his attention has been called to the annual defalcations by secretaries and treasurers of slate clubs and other thrift organisations with annual share out; and whether he contemplates any legislation to prevent these evils.

The FINANCIAL SECRETARY TO THE TREASURY (Mr. Pethick-Lawrence): I have been asked to reply. I would refer my hon. Friend to my reply of 12th December last to the question put by my hon. Friend the Member for Southwark, in which I stated that I cannot see any possibility of legislation on this subject that would be likely to be effective. [19th June.

LOCAL GOVERNMENT (SUPERANNUATION) ACT.

Mr. GREENWOOD (in reply to Mr. THORNE) said: 650 local authorities are operating the Local Government and other Officers Superannuation Act, 1922. I am very desirous of introducing legislation making the Act compulsory as soon as opportunity offers. [19th June.

REFUSE DISPOSAL.

Mr. GREENWOOD (in reply to Major LLEWELLIN) said: The report of the departmental committee upon the disposal of house refuse has been submitted and is now in the hands of the printers. [19th June.

TRAFFIC NOISES (MOTOR CYCLES).

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Clynes), in reply to Mr. DAY, said: In the Metropolitan Police District officers are specially detailed for the duty of detecting cases of ineffective silencing or excessive noise caused by motor vehicles. I have no specific information as to the steps taken in other forces, but I think it can be assumed that they are similar. As regards the number of prosecutions in respect of ineffective silencers, statistics are not available for the country as a whole, but in the Metropolitan Police District there were 15,961 prosecutions for this offence during the year ended 28th February, 1930. The large majority of these cases related to motor cycles. We recognise the importance of the matter and will follow it up. [19th June.

AGRICULTURE.

WAGES REGULATION ACT (PROSECUTIONS).

The MINISTER OF AGRICULTURE (Dr. Addison), In reply to Mr. DAY, said: During the twelve months ended 20th June, 1930, 164 employers were prosecuted for failing to pay wages at not less than the minimum rates fixed under the Agricultural Wages (Regulation) Act, 1924, and the courts awarded arrears of wages amounting to £3,357. [23rd June.

OFFICIAL SECRETS ACT.

THE PRIME MINISTER (in reply to Sir N. GRATTAN-DOYLE) said: It is my intention to receive a deputation from the Newspaper Proprietors' Association as soon as I can conveniently do so, and when I have been advised upon the case which has been put before me. [23rd June.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to appoint Mr. JOHN WILLIAM FISHER BEAUMONT, K.C., to the office of Chief Justice of the High Court of Judicature at Bombay, in the place of Sir Alfred Amberson Barrington Marten, barrister-at-law, who has retired.

The King has been pleased, by warrants under His Majesty's Royal Sign Manual, bearing date the 16th inst., to appoint Mr. EUGENE PAUL BENNETT, V.C., M.C., Barrister-at-law, and Mr. EDWARD CHARLES PONSONBY LASCELLES, O.B.E., Barrister-at-law, to be Deputy-Umpires under the Unemployment Insurance Act, 1930.

Mr. ARTHUR PRIESTLEY, Assistant Prosecuting Solicitor in the Department of the Town Clerk of Liverpool (Mr. Walter Moon) has been appointed Assistant Solicitor to take charge of the Common Law Department in the office of Mr. F. H. C. Wiltshire, Town Clerk of Birmingham.

American Assets in Deceased Estates

Solicitors, Executors and Trustees may obtain necessary forms and full information regarding requirements on applying to:

GUARANTY EXECUTOR AND TRUSTEE COMPANY LIMITED

32 Lombard Street E.C.3

Professional Announcements.

(2s. per line.)

RUSSELL & ARNHOLZ have removed from 3 and 4, Great Winchester-street, London, E.C.2, to offices on the ground floor at 5 and 6, Great Winchester-street. Their new premises are next door to those they have vacated. The telephone numbers will be London Wall 0085 and 0086.

Wills and Bequests.

Mr. Coryndon Matthews, solicitor, Woodside, Salcombe, and of 7, Sussex-terrace, Princess-square, Plymouth (senior member of the firm of Rooker, Matthews & Co.), and a well-known botanist, who for many years was a generous donor to Kew Gardens, Chairman of the Devon and Cornwall Board of The British Law Insurance Company, Limited, who died on April 12th, aged 73, left estate of the gross value of £48,461 with net personalty £45,205.

Mr. Samuel Jacobs, of Lorrenzo, Godstone-road, Caterham, for thirty-four years Assistant Town Clerk of Croydon, left estate of the gross value of £2,644, with net personalty £1,852.

Mr. Samuel Henry Leonard, of Oakwood-court, Kensington, W., barrister-at-law, Recorder of Penzance, who died on 7th December, aged seventy-five, left estate of the gross value of £59,521, with net personalty £57,752.

Mr. Pollexfen Colmore Copleston Radcliffe, J.P., of Derriford, Crown Hill, Plymouth, barrister-at-law, aged seventy-four, left estate of the gross value of £62,215.

Mr. Thomas Edward Williams, solicitor, of Hartwood-road, Southport, left estate of the gross value of £9,887.

MINISTERS' PRIVATE SECRETARIES.

Dr. Addison, Minister of Agriculture, has appointed Mr. R. H. Franklin and Mr. D. E. Vandepeer to be his Private Secretaries, and Major J. Milner, M.P., to be his Parliamentary Private Secretary. Lord De La Warr, Parliamentary Secretary to the Minister of Agriculture, has appointed Mr. H. Meadows to be his Private Secretary.

POOR PERSONS DIVORCE.

JUDGE AND ALTERATION OF RULES.

In two undefended divorce suits in the Divorce Court on Monday, in which wife petitioners sued as poor persons, it was stated that the husband respondents were in a financial position to pay the costs of proceedings conducted in the ordinary way.

Mr. Justice Bateson, in making an award of profit costs under r. 31B, of the Poor Persons Rules in one case, pointed out that when a wife with no means sued as a poor person her husband was thereby enabled to get his divorce very much more cheaply than an ordinary person, because he avoided payment of all fees.

"Something will have to be done some time or other," his lordship observed, "by way of an alteration of the Poor Persons Rules. When a woman petitioner obtains an order to sue as a poor person the court has to go without its proper fees up to the time of her depauperization. I think that this rule will have to be looked into, so that people who can afford to pay the ordinary costs, including the court fees, will have to do so."

In the second case a wife petitioner had been given a certificate limited to suing as a poor person up to the date of setting down, and thereafter the proceedings continued at the expense of the husband in the usual way. Counsel for the petitioner asked for full costs, but his lordship said that he could make an order only for profit costs as from the beginning of the suit up to the date of setting down and for full costs thereafter.

1,700 DERATING APPEALS.

Mr. Wilfrid Lewis, for the Treasury Solicitor, applied to the Divisional Court (Mr. Justice McCardie and Mr. Justice Talbot) on Monday for extension of time in which to bring sixteen derating appeals. He said that the Treasury Solicitor had been very busy dealing with those cases and found it impossible to set them down within the allotted time. He had over 1,700 to deal with from different parts of the country. In 106 of them a special case had been granted and the trouble was in settling the form of those special cases.

Mr. Justice McCardie said that the extension of time asked for would be granted according to the list.

HIRE-PURCHASE LAW IN SCOTLAND.

The Secretary of State for Scotland has appointed a committee with the following terms of reference:—

"To inquire into and report on the existing law relating to contracts of hire-purchase in Scotland, with reference particularly to the conditions commonly inserted in such contracts and the sanction of imprisonment, by which such contracts may in certain circumstances be enforced, and to report thereon and on the question what amendments, if any, in the law or administration relating to such contracts are desirable."

Mr. Edward Alfred Chatham, solicitor, of Ellergarth, Alderley Edge, Cheshire, and of Norfolk Street, Manchester, left estate of the gross value of £11,794, with net personalty £11,489.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON GROUP I.

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr Justice EVE. Non-Witness.	Mr. Justice MAUGHAM. Witness. Part II.
M'n'day July 7	Mr. Ritchie	Mr. Hicks Beach	Mr. More	Mr.*Andrews
Tuesday .. 8	Andrews	Blaker	Hicks Beach	*More
Wednesday 9	Jolly	More	Andrews	*Hicks Beach
Thursday .10	Hicks Beach	Ritchie	More	Andrews
Friday 11	Blaker	Andrews	Hicks Beach	*More
Saturday .. 12	More	Jolly	Andrews	Hicks Beach

	GROUP I.		GROUP II.	
DATE.	Mr. Justice BENNETT. Witness. Part I.	Mr. Justice CLAUSON. Witness. Part II.	Mr. Justice LUXMOORE. Witness. Part I.	Mr. Justice FARWELL. Non-Witness.
M'nd'y July 7	Mr. Hicks Beach	Mr.*Blaker	Mr.*Ritchie	Mr. Jolly
Tuesday .. 8	*Andrews	*Jolly	Blaker	Ritchie
Wednesday 9	More	*Ritchie	*Jolly	Blaker
Thursday . 10	*Hicks Beach	Blaker	Ritchie	Jolly
Friday 11	Andrews	Jolly	*Blaker	Ritchie
Saturday .. 12	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The LONG VACATION will commence on Friday, the 1st day of August, 1930, and terminate on Saturday, the 11th day of October, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 10th July, 1930.

	Middle Price 2nd July 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	88	4 10 11	—
Consols 2½%	55½	4 10 1	—
War Loan 5% 1925-47	103⅜	4 16 10	—
War Loan 4½% 1925-45	98½	4 11 5	4 12 6
War Loan 4% (Tax free) 1929-42	101⅛	3 18 10	3 16 9
Funding 4% Loan 1960-90	90½	4 9 5	4 10 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	94½	4 4 8	4 6 0
Conversion 5% Loan 1944-64	104¼	4 15 11	4 15 0
Conversion 4½% Loan 1940-44	99	4 8 5	4 12 0
Conversion 3½% Loan 1961	79	4 8 7	—
Local Loans 3% Stock 1912 or after	65½	4 11 7	—
Bank Stock	253½	4 14 8	—
India 4½% 1950-55	85	5 5 11	5 12 6
India 3½%	61	5 14 9	—
India 3%	52	5 15 5	—
Sudan 4½% 1939-73	95	4 14 9	4 15 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	89	3 7 5	4 13 3
Cape of Good Hope 4% 1916-36	95	4 4 3	4 19 0
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 17 6
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	101	4 19 0	4 19 0
Commonwealth of Australia 5% 1945-75	87	5 14 11	5 16 3
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	93	4 16 9	4 17 9
Natal 4% 1937	95	4 4 3	4 16 9
New South Wales 4½% 1935-45	78½	5 14 8	6 15 0
New South Wales 5% 1945-65	86½	5 15 7	5 18 6
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	101	4 19 0	4 18 0
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	100	5 0 0	5 0 0
Queensland 5% 1940-60	84½	5 18 4	6 2 6
South Africa 5% 1945-75	99	5 1 0	5 1 0
South Australia 5% 1945-75	85½	5 17 0	5 18 6
Tasmania 5% 1945-75	85⅜	5 17 0	5 18 6
Victoria 5% 1945-75	85½	5 17 0	5 18 6
West Australia 5% 1945-75	84½	5 18 4	6 0 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946-56 (First Dividend £1 5s., 1st July, 1930.)	103	4 17 1	4 16 0
Cardiff 5% 1945-65	101	4 19 0	4 18 6
Croydon 3% 1940-60	72	4 3 4	4 15 0
Hastings 5% 1947-67 (First full half year's Dividend in October, 1930.)	103	4 17 1	4 15 9
Hull 3½% 1925-55	79	4 8 7	4 19 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	53	4 14 4	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	64	4 13 9	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 7	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	85	4 2 4	4 16 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	99	5 1 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 18 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 2	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	95½	5 4 9	—
L. & N.E. Rly. 4% Debenture	75	5 6 8	—
L. & N.E. Rly. 4% 1st Guaranteed	71	5 12 8	—
L. & N.E. Rly. 4% 1st Preference	62	6 9 1	—
L. Mid. & Scot. Rly. 4% Debenture	78	5 2 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	75½	5 6 0	—
L. Mid. & Scot. Rly. 4% Preference	67⅜	5 18 6	—
Southern Railway 4% Debenture	78	5 2 7	—
Southern Railway 5% Guaranteed	98	5 2 0	—
Southern Railway 5% Preference	89½	5 11 9	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

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EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-OFFICER, 33, ten years' tropical experience, Planter, Manager Trading Company. Prospector, requires suitable position. Accustomed forest, primitive peoples and conditions. 12083.

EX-OFFICER, many years' African experience, Planting, Agriculture, etc., seeks employment Overseas, preferably East or West Africa. Holds agricultural qualifications. Experience tropical conditions, work, natives and estate management. 11505.

EX-OFFICER, 16 years' Engineering, Contracting and general sales experience Near and Far East, extensive connections Government Departments and Commercial firms, requires Consulting Agency or Commission representation, from manufacturers interested in the territories. 12065.

BARRISTER-AT-LAW, good speaker, actual banking and commercial experience, capable organiser, desires any position of trust. Take companion-secretaryship. Drive car. Would travel. Travelled British Isles, Canada and U.S.A. Act as land agent. Dis. 336.

EX-OFFICER, long war service overseas. Architect and Surveyor, seeks responsible post. Country preferred. Thoroughly experienced planning, quantities, measurements, etc., office management, good organiser. 3830.

EX-R.A. Officer, 44, married, desires post as Secretary or Manager, thorough knowledge of secretarial work. 12061.

PRACTICES AND PARTNERSHIPS.

SOLICITOR with progressive general practice, Piccadilly district, desires amalgamation or working arrangement with firm similarly placed.—Box 465, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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MISS HARRIOTT BROWN JOHNSTONE, decd., late of 57, Eton-avenue, Hampstead, London, N.W., and of Branksome Court, Bournemouth, Hants.—Will any person who has in his or her possession, or has any knowledge of the existence of a WILL of the above-named deceased, COMMUNICATE with Messrs. Ince, Colt, Ince and Roscoe, of 10 and 11, Lime-street, London, E.C.3, Solicitors. Dated this 27th day of June, 1930.

LEMONTREE.—Will Mr. SAM LEMONTREE one time maker of college caps and civilian internee (Isle of Man) during Great War, or anyone knowing his present whereabouts, please COMMUNICATE with Maxwell D. Berman, Camilla, Ga., U.S.A.?

IF Mr. J. M. LEWIS, formerly of 16, Salisbury-gardens, Tunbridge Wells, will COMMUNICATE with Messrs. Burton, Crippingdale & Co., of 52, Queen Victoria-street, E.C.4, he will hear something of interest to him.

WILL CHARLES GEORGE SKENE, a nephew of the late James Skene, of the Windham Club, who died on May 24th, last please COMMUNICATE at once with Messrs. Boodle, Hatfield & Co., Solicitors, 53, Davis-street, London, W.1.

C. R. NICHOLLS, at one time Male Nurse or Attendant, is requested to COMMUNICATE, in confidence, with Solicitors.—Write Box 470, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR recently advertising for kin of PLOWMAN or MUNDY please COMMUNICATE with Plowman, Box 473, Solicitors' Journal, 29, Breams buildings, E.C.4.

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